

**AMENDED AND RESTATED
LEASE CONTRACT**

THIS Amended and Restated Lease Contract ("Lease Contract") is made on January 24, 2023 between Brevard County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, located at 2725 Judge Fran Jamieson Way, Viera, Florida 32940 ("Lessor") and Brevard Energy, LLC, a Florida Limited Liability Company ("Lessee"), doing business at 1605 N Cedar Crest Blvd, Suite 509, Allentown, Pennsylvania 18104.

WHEREAS, on December 19, 2006, the Lessor and Lessee entered into a Landfill Gas Purchase Agreement for the purpose of selling landfill gas produced at the Central Disposal Facility to Lessee for the production of electricity as modified by Addendum No. 1 to Landfill Gas Purchase Agreement dated as of January 13, 2009 (together, the "Original Landfill Gas Agreement");

WHEREAS, on November 13, 2007, Lessor and Lessee entered into (i) a Lease Agreement (the "Original Lease Agreement") allowing Lessee to site its landfill gas to electricity project at the Central Disposal Facility and (ii) an Access and Utility Easement (the "Access and Utility Easement"), a copy of which is attached hereto as Exhibit B, granting Lessee an easement for constructing, operating and replacing utility lines with full right of ingress and egress;

WHEREAS, the Original Landfill Gas Purchase Agreement provided Lessee the right to locate facilities and equipment necessary to make beneficial use of landfill gas produced at the Central Disposal Facility; and

WHEREAS, Lessee is a for-profit corporation performing a function or service that promotes the public health, safety or welfare and could be provided by federal, state or local government; and

WHEREAS, this Amended and Restated Lease Contract will serve a public purpose, is in the best interest of the County, and the property will be used in a manner compatible with county purposes; and

WHEREAS, Lessor and Lessee are entering into an Amended and Restated Landfill Gas Purchase Contract (as defined below, "Landfill Gas Purchase Contract") contemporaneously herewith in order to confirm the terms of Lessee's continued use of Landfill Gas to generate products derived from LFG that may include, but are not limited to: processed LFG, pipeline quality LFG, electric power, thermal energy, CO₂, or any two or more of the foregoing.(the "Intended Purpose") at the Central Disposal Facility, said Landfill Gas Purchase Contract is incorporated by reference; and

WHEREAS, in association with the implementation of the Landfill Gas Purchase Contract, the parties wish to amend and restate the Original Lease Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, Lessor and Lessee agree as follows:

1. Prior Agreements Amended and Replaced; Definitions.

A. This Amended and Restated Lease Contract supersedes and replaces the Original Lease Agreement in its entirety. The Original Lease Agreement is hereby amended and replaced with this Amended and Restated Lease Contract effective upon execution of this Agreement by both parties; provided, however, that Access and Utility Easement shall remain in full force and effect for the duration of this Lease Contract and all claims and references to indemnification for work and services completed under the previous lease shall remain in full force and effect.

B. When used in this Lease Contract, the following terms will have the meanings stated, unless the context clearly indicates to the contrary:

- I. "Premises" means the land at the Central Disposal Facility, identified generally on Exhibit A and Exhibits "A" and "B" of Exhibit B.
- II. "Rent" means the rent to be paid by Lessee to Lessor pursuant to the provisions of paragraph 8 of this Lease Contract.
- III. "Landfill Gas Purchase Contract" means that certain Amended and Restated Landfill Gas Purchase Contract contemporaneously entered into by and between Brevard Energy, LLC, and the Brevard County. This Landfill Gas Purchase Contract is hereby incorporated by reference

2. Lease of Premises.

Lessor leases the Premises to Lessee, and Lessee leases the Premises from Lessor, on the terms and subject to the conditions contained in this Lease Contract and the Landfill Gas Purchase Contract, for the "Lease Term." The "Lease Term" shall begin as of the effective date of this Contract and end when the Landfill Gas Purchase Contract is terminated or when terminated in accordance with this Lease Contract. This Lease Contract may be extended, prior to termination, by mutual written agreement of the Lessor and Lessee, provided that the party wishing to extend gives the other at least one hundred eighty (180) days written notice of such desire.

3. Possession and Effective Date.

Possession of the Premises was delivered by Lessor to Lessee under the Original Lease Agreement and continues under this Lease Contract as modified herein. This Contract shall become effective upon the execution and delivery hereof by the parties hereto (the "Effective Date").

4. Use of Premises.

Lessee will:

- I. use and occupy the Premises to construct and operate those LFG Utilization Facility described in the Landfill Gas Purchase Contract between the Lessor

and Lessee.

- II. not use the Premises or permit the Premises to be used, in a manner that constitutes a violation of any law, order, ordinance, or regulation or that may be dangerous or cause a health hazard.
- III. not dispose any waste or conduct or permit to be conducted any activity within or on the Premises which unreasonably interferes with the reasonable use of property adjoining the Premises.
- IV. shall comply with all laws, ordinances, orders or regulations affecting its use or occupancy of the Premises or any alterations it makes to the Premises.

5. Condition of Premises.

Except as Lessor and Lessee may otherwise agree in writing, Lessee's entry into possession will constitute conclusive evidence that it has inspected the Premises and found them to be in good order and satisfactory condition.

6. Representations.

Except as stated otherwise in this Lease Contract, Lessor has made no representation or warranty with respect to the physical condition of the Premises or any other matter pertaining to the Premises or this Lease Contract.

7. Quiet Enjoyment.

Upon Lessee paying the Rent and observing and performing all the terms and conditions of this Lease Contract, Lessee may peaceably enjoy the Premises for the Lease Term. Lessee agrees that inconveniences, such as noise, dust, odors traffic detours, or other activity caused or associated with the operation of the landfill shall not constitute a breach of quiet enjoyment of the leased Premises.

8. Amount and Payment of Rent.

Lessee shall pay Lessor an annual rent of fifty-nine thousand one hundred dollars (\$59,100.00) per year, escalated at the national Consumer Price Index ("CPI") every 12 months.

9. Indemnification and Insurance.

Indemnification and Insurance shall be in accordance with the Landfill Gas Purchase Contract.

10. Construction by Lessee.

The Lessee shall have the right, at any time and from time to time during the term of this Lease Contract, to erect, maintain, alter, remodel, reconstruct, rebuild, and replace buildings and other improvements on the Premises, and correct and change the contour of the Premises, subject to the following conditions:

- I. The cost of any such construction, permitting, reconstruction, demolition, or of any change, alteration, or improvements shall be borne and paid for by the Lessee.
- II. In order to provide for the more orderly development of the Premises, it may be necessary, desirable, or required that right-of-way, street, water, sewer, drainage, gas, power line, and other easements or licenses, or similar rights, be granted over or within portions of said Premises. The Lessor shall, upon request of the Lessee, join with the Lessee in executing and delivering such documents, from time to time, and throughout the term of the Lease Contract, as may be appropriate, necessary, or required by any governmental agencies, public utilities, and companies for the purpose of granting such easements.
- III. The Lessee shall be subject to Brevard County's adopted land development regulations, where applicable, and will take all necessary actions to obtain any zoning, subdivision, site plan, environmental, or building approvals and permits on the Premises, or any part thereof.
- IV. In each of the foregoing instances, the Lessor shall be without expense therefor; the cost and expense of, including, but not limited to, said approvals, permits, and impact fees, to be borne solely by the Lessee.

11. Lessee's Ownership of Fixtures and Machinery.

It is expressly understood and agreed that any and all fixtures, machinery, and equipment of whatsoever nature at any time constructed, placed, or maintained upon any part of the Premises shall be and remain the property of the Lessee, or its lessees or licensees, as their interests may appear. At the termination of this lease and Contract, the Lessor, in its sole discretion, shall at no additional cost have the option to retain any fixed, building structures constructed on the Premises, or to require the Lessee to remove said fixed, building structures. The removal of the structure and any costs associated with, shall be the responsibility of the Lessee. All other fixtures, machinery and equipment removal requirements shall be in accordance with Section 12 of the Landfill Gas Contract.

The Lessee shall have the right at any time during the Lessee's occupancy of the Premises, or within a reasonable time thereafter, to remove any equipment owned or placed by the Lessee, its lessees or licensees, in or upon the Premises, or acquired by the Lessee, whether before or during this Lease Contract, but the Lessee shall not be obliged to do so.

12. Lessee's Property.

Lessee's property is brought and kept on the Premises solely at his own risk. Lessor is not liable for any damage, destruction or theft of Lessee's property not caused by Lessor.

13. Events of Default.

The occurrence of a default under the Landfill Gas Purchase Contract between

Lessor and Lessee will constitute a default under this Lease Contract ("Default"):

14. Lessor's Remedies on Default.

Upon Default, Lessor may, but need not, treat the Default as a breach of this Lease Contract, and may, at its option, have any one or more of the remedies described in the Landfill Gas Purchase Contract between Lessor and Lessee.

15. Lessor's Access to Premises.

Lessor may enter the Premises, including all buildings, structures and improvements erected thereon, upon reasonable notice to Lessee, for the purpose of inspecting or showing them, preventing waste, loss or destruction, enforcing any of their rights or powers under this Lease Contract. Lessor shall be entitled to enter the Premises without notice in the case of emergency. In the case of a natural disaster or act of god requiring the securing or other preventative action of the Lessee's equipment or facility on the Premises by Lessor, the Lessee shall be responsible for the costs associated with said action by Lessor.

16. Utilities and Maintenance.

The Lessee shall be responsible for and promptly pay all charges for all utility services provided to the Premises, and the Lessee shall be responsible for all maintenance, repairs, and any improvements to the Premises. The Lessee shall not allow any claim of lien to attach to the Premises due to their non-payment to a third party. Lessee shall indemnify the Lessor from any claim of lien to the leased Premises, including the costs of satisfaction and any fees, including legal fees associated with the lien.

17. Termination.

The parties agree that the Lease Term shall continue until the expiration or termination of the Landfill Gas Purchase Contract. If the Landfill Gas Purchase Contract terminates pursuant to Section 14 of the Landfill Gas Purchase Contract, this Lease Contract shall simultaneously terminate. In the event that the Premises is not used for the Intended Purpose or ceases to be used for the Intended Purpose, as stated in this Lease and the Landfill Gas Purchase Contract, this Lease shall immediately terminate and the possession of the Premises shall immediately revert to the County which shall thereafter have the right to re-enter and repossess the Premises, following the notification and remedy procedure outlined in Section 14.a. of the Landfill Gas Purchase Agreement.

18. Surrender of Premises.

The Lessee shall remove all of its equipment before surrendering the Premises and shall repair any damage to the leased Premises caused thereby. At the expiration of the tenancy hereby created, ownership of all buildings and improvements shall be deemed transferred to the Lessor, without further action. The Lessee shall surrender the Premises in good condition, reasonable wear and tear excepted, and damage by unavoidable casualty excepted. The Lessee's obligation shall survive the expiration or other termination of the term of this Lease Contract. Provided, however, if the Lessee holds over after termination of this

Lease Contract, the Lessee, shall be considered a tenant at sufferance. Such action shall not be deemed to constitute a waiver by the Lessor of its rights or reentry or right to evict the Lessee or take other action against the Lessee.

19. Notices.

All communications required under this Lease Contract shall be to the Brevard County Solid Waste Management Department Director and will be in writing and will be deemed to have been given if either delivered personally or mailed by certified or registered mail to a party at the addresses stated on the first page of this Lease Contract. The parties' addresses may from time to time be changed by written notice.

20. Governing Law.

This Lease Contract will be governed by and construed in accordance with the laws of Florida.

21. Severability.

It is understood and agreed that in the event any provision of this Lease Contract shall be held to be invalid, such portion shall be deemed severable, and it shall not invalidate or impair this Lease Contract as a whole or any other provision of this Lease Contract. If a court of competent jurisdiction determines the entire Lease Contract to be void or illegal, this Contract shall be immediately terminated.

22. Amendment.

This Lease Contract, and the Landfill Gas Purchase Contract, represents the entire agreement between the parties. No oral or written, prior or contemporaneous agreements will have any force or effect, and this Lease Contract may not be amended, altered or modified unless by a written instrument signed by both parties.

23. Successors and Assigns.

The terms and conditions contained in this Lease Contract will bind and inure to the benefit of Lessor and Lessee and to those assignees permitted by the Landfill Gas Purchase Contract.

24. Brokers.

Lessee represents and warrants that he has dealt with no broker in connection with this Lease Contract, and owes no commission to any person on account of this transaction.

25. Sublease or assignment.

The Lessee shall not sublease or assign the Premises or any part thereof without the expressed written consent of the Lessor.

26. Damages to Property.

The Lessor shall have no liability to the Lessee or its subleases, contractors, guests or invitees for any damage to their property caused by fire, tornado, windstorm or other causality, or for damage caused by the act or omission of a third party.

27. Audits / Public Records.

a. The Lessee shall keep books, records, and accounts of all activities related to this Lease in compliance with generally accepted accounting procedures.

b. All documents, papers, books, records and accounts made or received by the Lessee in conjunction with this Lease shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the Lessee's records related to this Lease at any time during the prosecution of this Lease and for a period of one (1) year after final payment is made.

c. All records or documents created by or provided to the Lessee by the COUNTY in connection with this Lease are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the COUNTY in a format compatible with the technology systems of the COUNTY.

d. Both Parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. The Lessee agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the Lessee, to include emails, email addresses, a copy of this contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

e. "Public Records" are defined "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (section 119.011(12), Florida Statutes).

f. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY or the Lessee related to the performance of the services under this Lease do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the Lessee or the COUNTY must be provided to anyone making a public records request. It will be the Lessee's duty to identify any information in records created by the Lessee which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

g. Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Lease must be made directly to the COUNTY. The Lessee shall direct individuals requesting public records to the public records custodian listed below. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the Lessee of the request and the Lessee must provide the records to the COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the COUNTY can comply with the requirements of section 119.07, Florida Statutes. The Lessee may also provide a cost estimate to produce the requested documents consistent

with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from the COUNTY's public records custodian designated below.

h. Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the Lessee maintains are exempt under the Public Records Law or otherwise confidential, it shall be the Lessee's obligation to provide the COUNTY within a reasonable time of notification by the COUNTY to the Lessee of the records request, of the specific exemption or confidentiality provision to allow the COUNTY to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.

i. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by the Lessee to the COUNTY which the Lessee maintains are exempt or confidential from such inspection/production as a public record, the Lessee agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. The Lessee shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as the Lessee in defending such action. The Lessee shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.

j. Should the Lessee fail to provide the public records to the COUNTY within a reasonable time, the Lessee may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The Lessee's failure to comply with public records requests is considered a material breach of this Lease and grounds for termination.

k. The Lessee shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Lease if the Lessee does not transfer the records to the COUNTY.

l. Upon completion of the Lease, the Lessee shall transfer, at no cost, to the COUNTY all public records in possession of the Lessee or keep and maintain public records required by the COUNTY to perform the service. If the Lessee transfers all public records to the COUNTY upon completion of the Lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the Lease, the Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT BREVARD COUNTY, MS. MIRANDA GUPPENBERGER, MIRANDA.GUPPENBERGER@BREVARDFL.GOV, 2725 JUDGE FRAN

JAMIESON WAY, A 118, VIERA, FLORIDA 32940..

28. Venue and Waiver of Jury Trial.

Venue for any legal action brought by any party to this Lease Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury. Lessee expressly waives removal of any claim or action arising under this Contract to federal court.

29. Attorneys' Fees.

If any action at law or equity shall be brought on breach of, or to enforce or interpret any covenants, terms or conditions of this Lease Contract, or for recovery of possession of the Premises, each party shall be responsible for payment of its own costs and attorney's fees.

30. Scrutinized Companies.

(a) Lessee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Contract at its sole option if the Lessee, or its subcontractors, is found to have submitted a false certification; or if Lessee or its subcontractors, is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Lease.

(b) If this Lease is for more than one million dollars, Lessee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Contract at its sole option if Lessee, its affiliates, or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subcontractors, are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Lease.

(c) Lessee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Lease.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

31. Employment Eligibility Verification (E-Verify).

The Lessee shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Lessee during the term of the Contract. Lessee shall provide acceptable evidence of their enrollment at the time of the submission of the Lessee bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

b. Lessee shall expressly require any sub- Lessee's performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub- Lessee during the term of this Lease.

c. Lessee agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its sub- Lessee's as provided above, and to make such records available to the Lessor consistent with the terms of Lessee's enrollment in the program. This includes maintaining a copy of proof of Lessee's and any sub- Lessee's enrollment in the E-Verify Program.

d. Compliance with the terms of this section is made an express condition of this Lease and the Lessor may treat a failure to comply as a material breach of this Contract.

e. A Lessee who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Lessee hires or employs a person who is not eligible for employment.

f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

32. Notices.

All notices required or permitted under this Section and any written consents or approvals required shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

The Parties' designated representatives and their respective addresses for purposes of this Section are as follows:

To Lessor:
Brevard County Solid Waste Management Department
Director
2725 Judge Fran Jamieson Way, Suite A118
Viera, Florida 32940
Phone: (321) 633-2042

To Lessee:
Brevard Energy, LLC
1605 N Cedar Crest Blvd, Suite 509
Allentown, PA 18104
Email: AP@epps-service.com
Attn: President

<Signature Page Follows>

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Lease Contract to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

ATTEST:


**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Rachel M. Sadoff, Clerk

Rita Pritchett, Chair
As approved the by the Board on January 24, 2023

SEAL


Reviewed for legal form and content.



Justin E. Caron, Esq., Assistant County Attorney

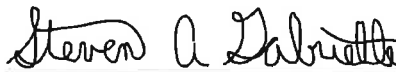
WITNESS:

BREVARD ENERGY LLC.



Signature

Dave Baran
Printed Name



Signature

Steven A. Gabrielle, Senior Vice President
Printed Name

EXHIBIT A

SURVEYOR'S NOTES:

1. NORTH, COORDINATES SHOWN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE NAD 1983 2011 ADJUSTMENT. SURVEY UTILIZED RTK FPRN NETWORK AND EXISTING SITE CONTROL TO ESTABLISH THE HORIZONTAL CONTROL. NORTH AND THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE FIELD BEARING OF SOUTH 00°01'34" EAST ALONG THE EAST LINE OF SECTION 16, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
2. THE PARCEL DATA SHOWN HEREON ARE FROM BREVARD COUNTY PROPERTY APPRAISER'S ON-LINE DATA BASE.
3. THE PARCEL A CONTAINS 5.15 ACRES. PARCEL B CONTAINS 4.65 ACRES.
4. THE 150' RIGHT OF WAY SHOWN HEREON ARE BASED ON OR BOOK 7092, PAGE 2752, OR BOOK 2926, PAGE 719 AND PLAT OF ADAMSON CREEK PHASE ONE-B PLAT BOOK 67, PAGE 78, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
5. THE DESCRIPTION SHOWN HEREON IS BASED ON DEED OF RECORD. THIS SKETCH WAS PREPARED FOR OBTAINING A LEASE AREA FOR THE ENERGY PLANT AND PIPELINE.

THIS IS NOT A SURVEY DESCRIPTION SKETCH

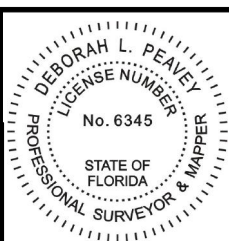
PARCEL A - DESCRIPTION

That part of South Half of Section 16, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows: BEGIN at the Northwest corner of the South Half of the Southeast Quarter of Section 16, Township 24 South, Range 35 East, Brevard County, Florida; said point having a Northing of 1475584.32 and Easting of 711120.22; thence North 90°00'00" East a distance of 659.43 feet; thence South 00°00'00" East a distance of 410.00 feet; thence South 90°00'00" West a distance of 605.00 feet to the beginning of a curve concave to the northeast having a radius of 75.00 feet; thence northwesterly along said curve to the right through a central angle of 90°00'00"; an arc distance of 117.81 feet (chord=106.07 feet bearing=North 45°00'00" West); thence North 00°00'00" West a distance of 335.00 feet; thence North 90°00'00" East a distance of 20.57 feet to the Point of Beginning.

PARCEL B - DESCRIPTION

That part of South Half of Section 16, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of the South Half of the Southeast Quarter of Section 16, Township 24 South, Range 35 East, Brevard County, Florida; said point having a Northing of 1475584.32 and Easting of 711120.22; thence North 90°00'00" East a distance of 659.43 feet; thence South 00°00'00" East a distance of 410.00 feet to the POINT OF BEGINNING; thence North 90°00'00" East a distance of 425.00 feet; thence North 87°13'13" East a distance of 110.00 feet; thence North 90°00'00" East a distance of 674.57 feet to the beginning of a curve concave to the northwest having a radius of 185.00 feet; thence northeasterly along said curve concave to the left through a central angle of 44°48'02"; an arc distance of 144.65 feet; (chord=141.00 feet bearing=North 67°35'59" East); thence North 45°11'58" East a distance of 145.31 feet to the beginning of a curve concave to the southeast having a radius of 285.00 feet; thence northeasterly along said curve to the right through a central angle of 44°48'02"; an arc distance of 222.85 feet; (chord= 217.21 feet bearing=North 67°35'59" East); thence North 90°00'00" East a distance of 290.44 feet to the West right of way line of Adamson Road (150' right of way); thence North 00°01'22" West along said West right of way line a distance of 820.00 feet; thence South 90°00'00" West a distance of 75.00 feet; thence South 00°01'22" East a distance of 745.00 feet; thence South 90°00'00" West a distance of 215.41 feet to the beginning of a curve concave to the southwest having a radius of 360.00 feet; thence southwesterly along said curve to the left through a central angle of 44°48'02"; an arc distance of 281.49 feet; (chord=274.37 feet bearing=South 67°35'59" West); thence South 45°11'58" West a distance of 145.31 feet to the beginning of a concave to the northwest having a radius of feet 110.00 feet; thence southwesterly along said curve to the right through a central angle of 44°48'02"; an arc distance of 86.01 feet; (chord=83.84 feet bearing=South 67°35'59" West); thence South 90°00'00" West a distance of 676.39 feet; thence South 87°13'13" West a distance of 110.00 feet; thence South 90°00'00" West a distance of 423.18 feet; thence South 00°00'00" East a distance of 75.00 feet to the POINT OF BEGINNING.

8/22/2022
DEBORAH L. PEAVEY, P.S.M. FLORIDA REGISTRATION NO. 6345



Peavey & Associates
 SURVEYING & MAPPING PA
 9399 NORTH LAKE BUFFUM ROAD
 FORT MEADE, FL 33841
 PHONE: 863-738-4960
 FLORIDA BUSINESS NO. 7779

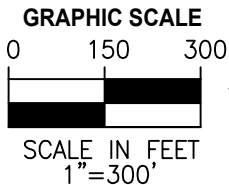
Descripton Sketch
PARCELS 'A' AND 'B'
 Part of Section 16, Township 24 South,
 Range 35 East, Brevard County, Florida

SHEET
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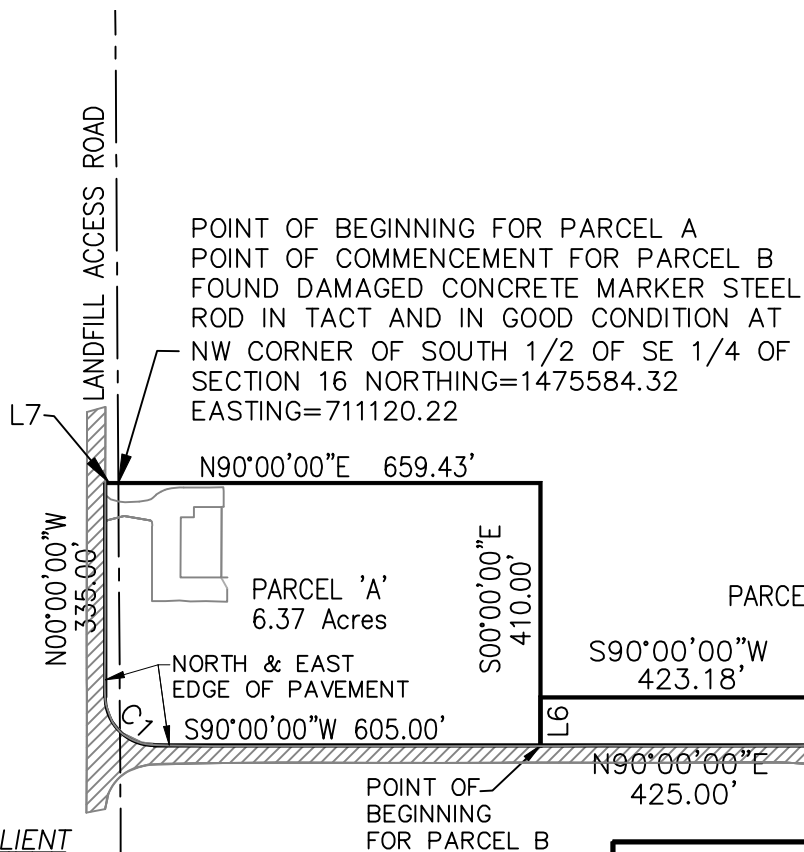
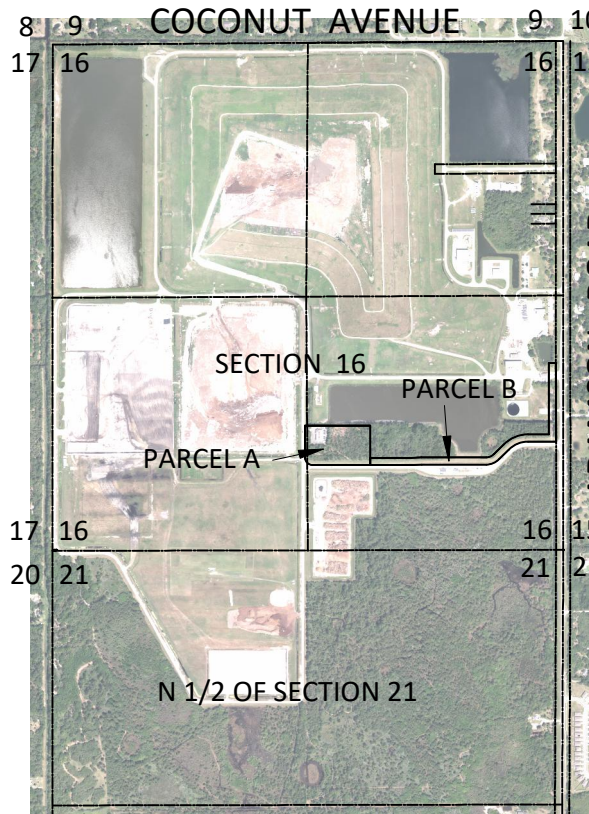
CLIENT
 Energy Power Management I, LLC
 Brevard Energy RNG
 1620 Adamson Road
 Cocoa, FL 32926

The seal appearing on this document was authorized by Deborah L. Peavey, PSM No. 6345 on 8/22/2022.

LINE	BEARING	DISTANCE
L1	N87°13'13"E	110.00'
L2	N45°11'58"E	145.31'
L3	S90°00'00"W	75.00'
L4	S45°11'58"W	145.31'
L5	S87°13'13"W	110.00'
L6	S00°00'00"E	75.00'
L7	N90°00'00"E	20.57'



CURVE	RADIUS	ARC	CHORD	BEARING	ANGLE
C1	75.00'	117.81'	106.07'	N45°00'00"W	90°00'00"
C2	185.00'	144.65'	141.00'	N67°35'59"E	44°48'02"
C3	285.00'	222.85'	217.21'	N67°35'59"E	44°48'02"
C4	360.00'	281.49'	274.37'	S67°35'59"W	44°48'02"
C5	110.00'	86.01'	83.84'	S67°35'59"W	44°48'02"



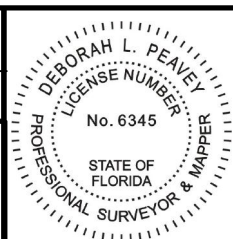
PARCEL ID 24-35-16-00-2
 BREVARD COUNTY
 C/O ASSET MANAGEMENT
 345 WENNER WAY
 COCOA FL 32926
 OR BOOK 886, PAGE 412

- LEGEND:
 C1 CURVE NUMBER
 L1 LINE NUMBER
 T TOWNSHIP
 R RANGE
 RR RAILROAD
 PAVEMENT

CLIENT
 Energy Power Management I, LLC
 Brevard Energy RNG
 1620 Adamson Road
 Cocoa, FL 32926

The seal appearing on this document was authorized by Deborah L. Peavey, PSM No. 6345 on 8/22/2022

8/22/2022
 DEBORAH L. PEAVEY, P.S.M.
 FLORIDA REGISTRATION NO. 6345



Peavey & Associates
 SURVEYING & MAPPING PA
 9399 NORTH LAKE BUFFUM ROAD
 FORT MEADE, FL 33841
 PHONE: 863-738-4960
 FLORIDA BUSINESS NO. 7779

Description Sketch
PARCELS 'A' AND 'B'
 Part of Section 16, Township 24 South,
 Range 35 East, Brevard County, Florida

SHEET
 2
 OF
 2

THIS IS NOT A SURVEY DESCRIPTION SKETCH

FOUND RR SPIKE
 AT SE CORNER
 SECTION 16-T24S-R35E

EXHIBIT B

ACCESS and UTILITY

EASEMENT

THIS INDENTURE made and entered into this day 13 of November, 2007 by and between Brevard Energy, LLC, a Florida Limited Liability Company doing business at 29261 Wall Street, Wixom, Michigan 48393, hereinafter referred to as the "Grantee" and Brevard County a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida hereinafter referred to as "Grantor".

WITNESSETH

That the Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, the right of easement for the sole purpose of constructing, operating, and replacing utility lines, conduit, and appurtenances associated with the operation of the Landfill Gas to Energy Facility with full right of ingress and egress.

The land affected by the granting of this easement is within the Central Disposal Facility Property located in Section 16, Township 24S Range 35 E, and is more particularly described in the attached Exhibits "A" and "B" (Easement Area).

Grantor agrees not to build or construct any building or buildings upon the easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, drainage structure, and other public service facilities across said premises herein described.

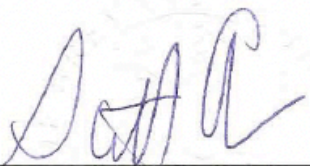
Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

The easement is granted for the duration of that certain Landfill Gas Purchase Agreement made and entered between the Brevard County Board of County Commissioners and Brevard Energy, LLC on December 19, 2006.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



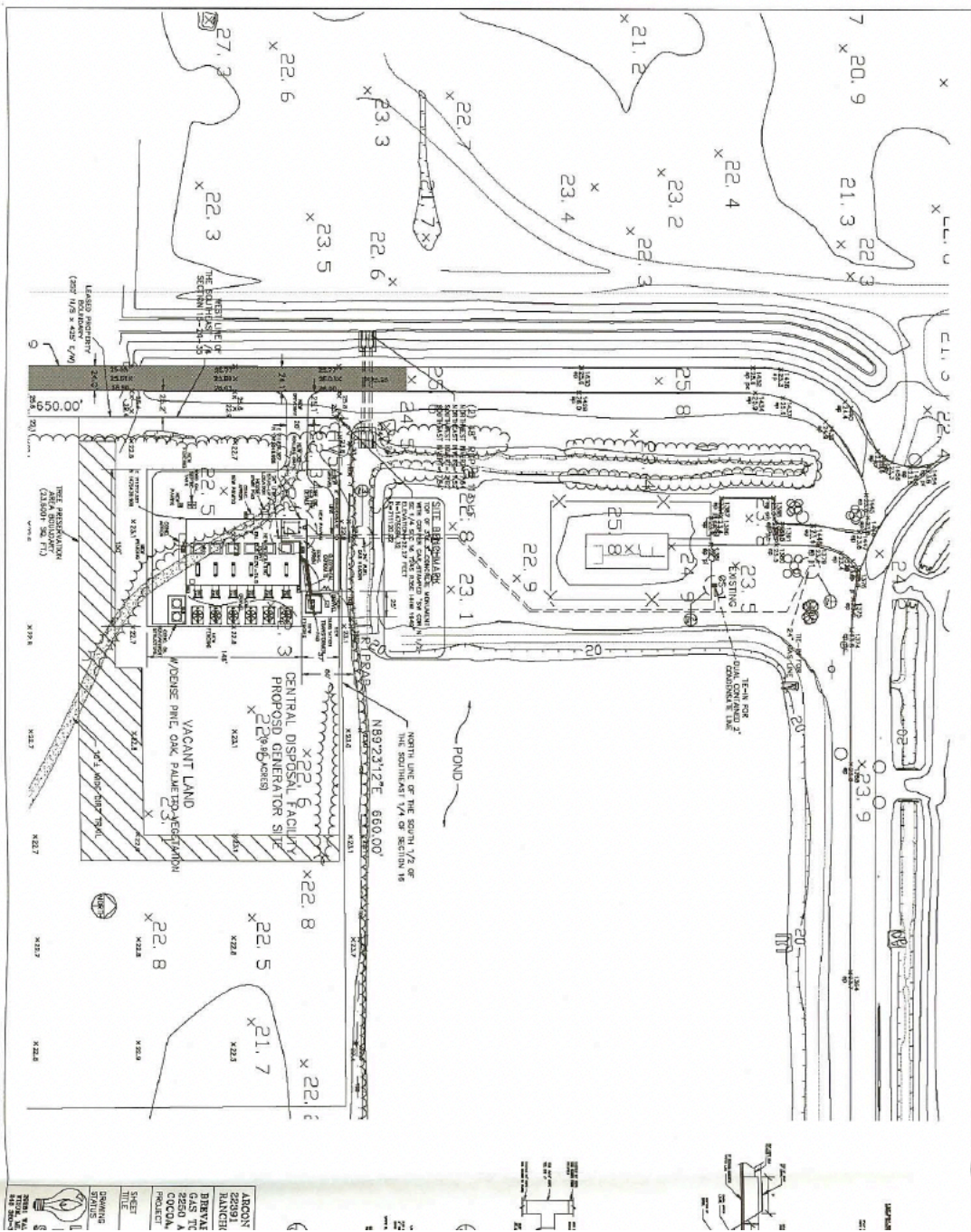
Scott Ellis, Clerk



Jackie Colon, Chair

As approved by the Board on November 13, 2007

EXHIBIT "B"



SHEET NO. 1
 DRAWING NO. 1
 PROJECT NO. 1
 DATE 1/1/00
 BY 1
 CHECKED BY 1
 APPROVED BY 1
 TITLE 1