

**TERMINATION OF CONTRACT NO. 2011000197
AND
JANUARY 17, 2012 SITE LEASE
BETWEEN CHARLOTTE COUNTY,
and
LIQUID ENVIRONMENTAL SOLUTIONS OF FLORIDA, LLC**

THIS TERMINATION OF CONTRACT AND LEASE (the "Termination") dated October _____, 2024, is by and between Charlotte County, a political subdivision of the State of Florida (hereinafter the "County"), with an address of 18500 Murdock Circle, Port Charlotte, Florida 33948; and LIQUID ENVIRONMENTAL SOLUTIONS OF FLORIDA, LLC, a Delaware limited liability company, with an address of 7651 Esters Blvd, Suite 200, Irving, Texas 75063 (hereinafter "Liquid Environmental Solutions").

RECITALS

WHEREAS, on or about January 10, 2012, the County and Affordable Bio Feedstock entered into Contract No. 2011000197, in which Affordable Bio Feedstock was to construct, own and operate a facility to turn brown grease into bio-diesel feedstock on land owned by the County located at 3100 Loveland Boulevard, Port Charlotte, Charlotte County, Florida (the "Property");

WHEREAS, on or about January 17, 2012, the County and Affordable Bio Feedstock entered into the Site Lease Agreement, recorded at OR Book 3753, Page 995, whereby the County leased to Affordable Bio Feedstock approximately 22,500 square feet of land located at the above-stated address for the above-stated purposes, which Site Lease runs roughly concurrently with Contract No. 2011000197;

WHEREAS, on or about September 29, 2017, substantially all of the assets of Affordable Bio Feedstock were purchased by Liquid Environmental Solutions, a Delaware limited liability company authorized to do business in the State of Florida;

WHEREAS, pursuant to such acquisition, Liquid Environmental Solutions succeeded to the rights, duties, obligations and liabilities of Affordable Bio Feedstock under and associated with Contract No. 2011000197 and the associated January 17, 2012 Site Lease Agreement;

WHEREAS, Liquid Environmental Solutions desires to terminate Contract No. 2011000197 and the associated January 17, 2012 Site Lease Agreement; and

WHEREAS, the County desires to consent to this Termination of Contract No. 2011000197 and the associated January 17, 2012 Site Lease Agreement.

NOW, THEREFORE, for the reasons recited above, and in consideration of mutual covenants contained herein, the parties agree as follows:

1. The above stated Recitals are hereby incorporated herein and expressly made a part of this Termination.
2. The County has inspected the current conditions of the Property subject to the January 2012 Site Lease and has found them to be acceptable with no further work to be done on the part

of Liquid Environmental Solutions.

3. The County hereby agrees that as of the Effective Date, as defined in Section 5, Liquid Environmental Solutions does not owe County any compensation, in the form of rent or otherwise, and that no compensation will remain due or payable under the Contract or Lease after such Effective Date.

4. It is the intent of the Parties by executing this agreement to terminate both Contract No. 2011000197 and the associated January 17, 2012 Site Lease Agreement.

5. As of October 8, 2024 (the "Effective Date") Liquid Environmental Solutions is hereby released from any and all obligations and liabilities under Contract No. 2011000197 and the associated January 17, 2012 Site Lease Agreement, both of which are hereby terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Termination as of the dates written below.

WITNESS:

LIQUID ENVIRONMENTAL SOLUTIONS
OF FLORIDA,
a Delaware Limited Liability Company

Signed By: _____

By: _____

Print Name: _____

Its:

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
William G. Truex, Chairman

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR24-0504 _____