OMNIBUS AGREEMENT

THIS OMNIBUS AGREEMENT (this "Agreement"), is made and entered into as of this 9th day of November, 2010, by and between Green Street Capital Corporation, a Minnesota corporation (the "Public Company"), Metro Bioenergy, Inc., a Florida corporation; ("MBEI"); Steven R. Karpel, an Individual ("Karpel"); Barry M. Concool, an individual ("Concool") and Bruce B. Federman, an individual ("Federman") (the Public Company, MBEI, Karpel, Concool and Federman are each referred to individually as a "Party," and collectively as the "Parties").

RECITALS

A. The Parties have entered into a Letter of Intent to be parties to a limited liability company operating agreement (the "Operating Agreement") forming "Beyond Green Energy, LLC**"** (the "Joint Venture Company") as a Delaware limited liability company.

B. The primary business objectives of the Joint Venture Company shall be (i) to engage in the recycling of grease trap waste for the production of biomass feedstock; (ii) the production of biofuels from internally and externally sourced feedstock; and (iii) to engage in all other activities necessary, convenient or incidental to the foregoing primary business objectives.

C. It is the intention of the Parties that the Joint Venture Company serve as a holding company and operate its business, and own each of the Facilities, through single purpose wholly owned limited liability companies or other wholly owned entities (each, an "Operating Company" or, together, the "Operating Companies").

D. The Parties desire to establish certain terms and conditions pursuant to which the Parties and their respective Affiliates will cooperate with respect to their ownership of the Joint Venture Company and any Operating Companies owned thereunder.

E. Capitalized terms used in this Agreement shall have the respective meanings ascribed to such terms in Appendix A to this Agreement.

F. Whenever phrases such as "the Party will not permit its Affiliates to," "the Parties shall cause their respective Affiliates to" or other similar language requiring that a Party direct the actions of its Affiliates, other than the Joint Venture Company, are used herein it shall be deemed to mean that such Party has caused or prohibited or will cause or prohibit such action by exercising its rights as a majority or sole shareholder of the Affiliate to call a meeting or request an action of the board of directors or other governing body of the Affiliate in order to cause or prohibit such Affiliate's action.

ARTICLE I
INITIAL OWNERSHIP INTERESTS AND CAPITALIZATION

1.1 Initial Ownership Interests. The ownership of the Joint Venture Company shall be divided into units of Membership Interests (the "Units"). The total number of Units which the Joint Venture Company shall have authority to issue shall be initially Five Thousand (5,000)

Units, of which One Thousand (1,000) Units shall be Class A Units as more specifically described in Section 1.2 below, and Four Thousand (4,000) Units shall be Class B Units as more specifically described in Section 1.3 below. Each issued and outstanding Class A Unit shall have voting rights when held by a Member and a Member holding Class A Units shall have voting rights in the Joint Venture Company in accordance with its number of Units in the Joint Venture Company as set forth opposite its name on Schedule A of the Operating Agreement, as such Schedule shall be amended from time to time.

1.2 Initial Capitalization. The initial capitalization of the Joint Venture Company shall be $500,000. Each Party being an original member (the "Original Members") to this Agreement shall be granted One (1) Class A Unit for each Five Hundred ($500) dollars of capital contributed to the Joint Venture Company. Each Original Member shall be required to contribute its pro rata capital contribution upon the formation of the Joint Venture Company. Capital contributions may be in cash, property or a promissory note, as determined by the Board of Managers.

1.3 Class A Units. The Class A Units shall have One (1) vote per Unit when held by a Member (the "Class A Members"). The Members holding Class A Units shall have voting rights in the Joint Venture Company in accordance with its number of Class A Units in the Joint Venture Company as set forth opposite its name on Schedule A of the Operating Agreement, as such Schedule shall be amended from time to time.

1.4 Class B Units. The Joint Venture Company shall issue Class B Units. The Class B Units when held by a Member (the "Class B Members") shall have no right to vote upon any matters. Notwithstanding, to the extent otherwise permitted in the Operating Agreement, Class B Members shall have the right to file or participate in a mediation or an arbitration action, and shall be bound by an amendment to the Operating Agreement only if such Class B Member signs such amendment. A Member may own both Class A and Class B Units. The Class B Members shall be granted One (1) Class B Unit for each One Thousand Five Hundred ($1,500.00) dollars of capital contribution contributed to the Joint Venture Company, up to a maximum of Four Thousand (4,000) Class B Units.

ARTICLE II
MANAGEMENT

2.1 Board of Managers. The Parties shall cause the Joint Venture Company to have a Board of Managers, which shall consist of One (1) individual representing each of the Parties or such other number as the Members under the Operating Agreement may unanimously agree. The Parties shall cause each Operating Company to have a Board of Directors, which shall consist of at least Four (4) individuals or such other number as the shareholders of such Operating Company may unanimously agree. Without the prior written consent of all the Parties, a Party will not, and will not permit its Affiliates to, (i) appoint to the Board of Directors of an Operating Company more than one person who is also a member of the Board of Managers of the Joint Venture Company, or (ii) appoint to the Board of Managers of the Joint Venture Company more than one person who is also a member of the Board of Directors of any other Operating Company; *provided*, *however*, that this restriction will not apply with respect to any such

Operating Company for which a Party is entitled to appoint all members of the Board of Directors.

2.2 Managing Members. The Parties hereby elect (i) Cliff Bodden; (ii) Richard Buffington; (iii) Barry Concool; (iv) Bruce Federman and (v) Steven Karpel as the initial managing members of the Joint Venture Company (the "Managing Members") to, among other things, conduct the day-to-day operations of the Joint Venture Company and consult with the Members of the Joint Venture Company regarding the acquisition, merger or formation of any Operating Company. The functions, objectives, procedures and compensation of the Managing Members are more fully set forth in Appendix B to this Agreement and the Operating Agreement.

2.3 Public Company Board Representation. Each Party shall nominate One (1) individual to serve as a director on the Board of Directors of the Public Company (each a "Director Nominee"). The officers and directors of the Public Company shall use all reasonable commercial efforts to effectuate the election of each Director Nominee to the Public Company's Board of Directors.

ARTICLE III
PERMITTED TRANSFERS

3.1 Purchase Rights. The Public Company shall have first rights to purchase any Membership Interest offered for purchase and sale by any Member of the Joint Venture Company (the "Purchase Rights") in accordance with the terms and conditions governing the purchase, sale and transfer of Membership Interests under the Operating Agreement.

3.2 Rights of Conversion. Subject to the terms and conditions governing the purchase, sale and transfer of Membership Interests under the Operating Agreement, the Parties shall have the right to convert all or any portion of their respective Membership Interests in the Joint Venture Company into a number of shares of fully paid and non-assessable shares of the Public Company's common stock (the "Rights of Conversion") based upon the price per share of the common stock, determined based on the average of the closing "Ask" price for Green Street Capital Corporation Common Stock for each of the twenty (20) consecutive trading days immediately prior to the date a Party gives notice to the Public Company of their intent to exchange Membership Interests (the "Conversion Ratio").

3.3 Changes of Control. In the event of a change of control of the Public Company by merger or acquisition (a "Change of Control"), each of the Parties shall, and shall cause all of its Affiliates to, consent to the transfer of the Public Company's Membership Interest to the merged or acquiring entity.

3.4 Transfer of Interest. The terms and conditions governing the transfer of Membership Interests as set forth in the Operating Agreement notwithstanding, in the event a Party's Membership Interest in the Joint Venture Company is transferred, without limitation, by sale, transfer, gift, exchange, pledge, assignment, encumbrance, transfer in trust or Change of Control, the party to which such Membership Interest has been transferred (the "Transferee") shall become a party and be legally bound by this Agreement, the Operating Agreement and any other agreements entered into by the Parties.

ARTICLE IV
FORMATION OF ADDITIONAL ENTITIES

4.1 Formation of Foreign Operating Company. The Parties anticipate that Facilities to be developed by the Joint Venture Company may be located outside the United States and will be held in a separate entity (each, a "Foreign Operating Company") as the Parties shall mutually determine in good faith. If the Parties fail to agree as to the type of entity that will act as a Foreign Operating Company with respect to a Facility, then such Foreign Operating Company shall be organized as an entity (1) that is formed under the laws of the jurisdiction in which the Facility is located, (2) that, to the extent permitted under the laws of such jurisdiction, shall be an "eligible entity" as defined in United States Treasury Regulation 301.7701-3(a), and (3) that elects to be treated as a partnership for United States federal income tax purposes. The Parties agree that the charter and other organizational documents of each Foreign Operating Company and all contractual and other arrangements between any Operating Company and such Foreign Operating Company, and between the Parties or their Affiliates and such Foreign Operating Company, shall have such terms and conditions as shall be necessary to achieve the purposes of the Parties in entering into this Agreement and the Operating Agreement, viewed in the aggregate. The Parties further agree that the charter, organizational documents, contractual and other arrangements of the Foreign Operating Company shall provide for the contribution of additional funds to the capital of such Foreign Operating Company for the purchase of shares of other ownership interests of such Foreign Operating Company by the Parties and/or their Affiliates directly, or third parties resident in the jurisdiction in which the Facility is located.

ARTICLE V
LIABILITY OF THE MEMBERS; INDEMNIFICATION

5.1 Except as otherwise may be required by applicable law, neither a Member nor any officer, director, employee, agent or Affiliate of a Member nor any other Person that serves at the request of the Members on behalf of the Joint Venture Company (collectively, the "Indemnified Parties") shall be liable for damages or otherwise to the Joint Venture Company or the other Member for any act or omission performed or omitted by it in good faith on behalf of the Joint Venture Company and in a manner reasonably believed by it to be within the scope of the authority granted to it by this Agreement or the Operating Agreement so long as such act or omission shall not constitute gross negligence, bad faith or willful misconduct with respect to such acts or omissions.

5.2 To the fullest extent permitted by law, the Indemnified Parties shall be defended, indemnified and held harmless by the Joint Venture Company from and against any and all claims, demands, liabilities, costs, damages, expenses and causes of action of any nature whatsoever arising out of or incidental to any act performed or omitted to be performed by any one or more of the Indemnified Parties (including, without limitation, to the extent permitted by law, actions or omissions constituting negligence) in connection with the business of the Joint Venture Company; provided, however, that such act did not constitute fraud, willful misconduct or gross negligence on behalf of such Indemnified Party, and provided it shall act in a manner in which it in good faith believes to be in or not opposed to the best interests of the Joint Venture Company; and provided further, however, that any obligation to an Indemnified Party under this Section 5.2 shall be paid first from insurance proceeds under policies maintained by the Joint Venture Company or from third party indemnities or guarantees, and to the extent such obligation remains unpaid, it shall be paid solely out of and to the extent of the assets of the Joint Venture Company and shall not be a personal obligation of any Member. To the extent that any Indemnified Party has, at law or in equity, duties (including, without limitation, fiduciary duties) to the Joint Venture Company, any Member or other Person bound by the terms of this Agreement, such Indemnified Party acting in accordance with this Agreement or the Operating Agreement shall not be liable to the Joint Venture Company, any Member, or any such other Person for its good faith reliance on (i) the advice of accountants or legal counsel for the Joint Venture Company, (ii) the provisions of this Agreement; or (iii) the Operating Agreement. The provisions of this Agreement, to the extent that they restrict the duties of an Indemnified Party otherwise existing at law or in equity, are agreed by the Parties hereto to replace or modify such other duties to the greatest extent permitted under applicable Law.

5.3 The Joint Venture Company and each Member (if not the Indemnifying Party) shall be indemnified, defended and held harmless by each Member (the "Indemnifying Party") from and against any and all claims, demands, liabilities, costs, damages, expenses and causes of action of any nature whatsoever arising out of or incidental to (i) any act performed by the Indemnifying Party (including acts performed as the Member) or its authorized representatives, officers, employees, directors, shareholders, partners and members that is not performed in good faith or within the scope of authority conferred upon the Indemnifying Party or the applicable Person under this Agreement or the Operating Agreement, (ii) the fraud, willful misconduct or gross negligence of the Indemnifying Party or its authorized representatives, officers, employees, directors, shareholders, partners and members or (iii) the breach by the Joint Venture Company of any of its representations or warranties made under any joint venture, purchase, loan or other agreement entered into in connection with the acquisition of Facilities, which breach was solely the result of written information or matters pertaining to the Indemnifying Party provided or confirmed by such Indemnifying Party; provided, however, that no Member shall be required to pay any amount pursuant to this Section 5.3 to the extent that the sum of such payments is greater than the excess of the distributions made, or to be made, by the Joint Venture Company to such Member over the amounts distributed to each Member in accordance with Operating Agreement.

5.4 To the fullest extent permitted by law, expenses incurred by an Indemnified Party in defending a civil or criminal action, suit or proceeding arising out of or in connection with this Agreement or the Joint Venture Company's business or affairs shall be paid by the Joint Venture Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnified Party to repay such amount plus interest at the Prime Rate if it is ultimately determined that the Indemnified Party was not entitled to be indemnified by the Joint Venture Company in connection with such action.

5.5 The Joint Venture Company may purchase, at its expense, insurance to insure any Indemnified Party against liability for any breach or alleged breach of its fiduciary responsibilities or any act for which an Indemnified Party may receive indemnification hereunder.

5.6 Any and all indemnity obligations of any party hereto shall survive any termination of this Agreement or of the Joint Venture Company.

ARTICLE VI
DEFAULT

6.1 Event of Default.

(a) An "Event of Default" shall occur if a Party (the "Defaulting Party") fails to perform any material obligation under this Agreement.

(b) Upon the occurrence of an Event of Default, the other Parties (the "Non-Defaulting Parties") shall have the right to deliver to the Defaulting Party notice (a "Notice of Default"). The Notice of Default shall set forth the nature of the obligations that the Defaulting Party has failed to perform. If the Defaulting Party fails to cure the Event of Default within the Cure Period, the Non-Defaulting Parties may take any of the actions set forth in Section 6.1(c). For purposes hereof, "Cure Period" means a period commencing on the date that the Notice of Default is provided by the Non-Defaulting Parties and ending (i) thirty (30) days after Notice of Default is so provided, or (ii) in the case of any obligation (other than an obligation to pay money) which cannot reasonably be cured within such thirty (30) day period, such longer period not to exceed one hundred twenty (120) days after the Notice of Default as is necessary to effect a cure of the Event of Default, so long as the Defaulting Party diligently attempts to effect a cure throughout such period.

(c) Upon the occurrence of an Event of Default and the expiration of the Cure Period set forth in Section 6.1(b), the Non-Defaulting Parties may pursue all legal and equitable rights and remedies against the Defaulting Party available to it (subject to any limitations in this Agreement and the Operating Agreement). The Defaulting Party shall pay all costs, including attorneys' fees, incurred by the other Member in pursuing such legal remedies.

6.2 Specific Performance. The Parties agree that irreparable damage will result if this Agreement is not performed in accordance with its terms, and the parties agree that any damages available at law for a breach of this Agreement would not be an adequate remedy. Therefore, the provisions hereof and the obligations of the Parties hereunder shall be enforceable in a court of equity, or other tribunal with jurisdiction, by a decree of specific performance, and appropriate preliminary or permanent injunctive relief may be applied for and granted in connection therewith. Except as otherwise limited by this Agreement, such remedies and all other remedies provided for in this Agreement shall, however, be cumulative and not exclusive and shall be in addition to any other remedies that a party may have under this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 Notices. All notices to any Operating Company shall be sent addressed to the Authorized Officers of such Operating Company, or the Chief Executive Officer of such Operating Company, as applicable, at the Operating Company's principal place of business. All notices to a Party shall be sent addressed to such Party at the address as may be specified by the Party from time to time in a notice to the other Party, *provided* that the initial notice address for each Party is as follows:

If to the Public Company:
Cliff R. Bodden
Green Street Capital Corporation
150 North Orange Avenue
Suite 410
Orlando, Florida 32801
T: (407) 286-6020
F: (407) 286-7788
E: cbodden@gsccventure.com

If to Federman:
Bruce B. Federman
882 3rd Avenue
12th Floor
Brooklyn, New York 11232
T: (718) 965-6450
F: (718) 965-6170
E: bruce@bushterminal.com

If to Concool:
Dr. Barry M. Concool
1662 Lincoln Court
Miami Beach, Florida 33139
T: (267) 566-4109
E: eyecent@aol.com

If to MBEI or Karpel
Steven R. Karpel
Metro BioEnergy, Inc.
1200 Brickell Avenue, Suite 1800
Miami, Florida 33131
T: (305) 961-1611
F: (305) 675-6170
E: stevenkarpel@gmail.com

All notices are effective the next day, if sent by recognized overnight courier or facsimile, or five (5) days after deposit in the United States mail, postage prepaid, properly addressed and return receipt requested.

7.2 Waiver. The failure at any time of a Party to require performance by any other Party of any responsibility or obligation required by this Agreement shall in no way affect a Party's right to require such performance at any time thereafter, nor shall the waiver by a Party of a breach of any provision of this Agreement by any other Party constitute a waiver of any other breach of the same or any other provision nor constitute a waiver of the responsibility or obligation itself.

7.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each party hereto. Except as otherwise specifically provided in this Agreement, neither this Agreement nor any right or obligation hereunder may be assigned or delegated in whole or in part to any other Person.

7.4 Third Party Rights. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any Person other than the

Parties any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

7.5 Choice of Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida, without giving effect to the principles of conflict of laws thereof.

7.6 Headings. The headings of the Articles and Sections in this Agreement are provided for convenience of reference only and shall not be deemed to constitute a part hereof.

7.7 Entire Agreement. This Agreement, together with the Appendices, Exhibits and Schedules hereto and the agreements (including the Confidentiality Agreement) and instruments expressly provided for herein, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof.

7.8 Severability. Should any provision of this Agreement be deemed in contradiction with the laws of any jurisdiction in which it is to be performed or unenforceable for any reason, such provision shall be deemed null and void, but this Agreement shall remain in full force in all other respects. Should any provision of this Agreement be or become ineffective because of changes in Applicable Law or interpretations thereof, or should this Agreement fail to include a provision that is required as a matter of law, the validity of the other provisions of this Agreement shall not be affected thereby. If such circumstances arise, the Parties hereto shall negotiate in good faith appropriate modifications to this Agreement to reflect those changes that are required by Applicable Law.

7.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.10 Further Assurances. Each Party shall execute such deeds, assignments, endorsements, evidences of transfer and other instruments and documents and shall give such further assurances as shall be necessary to perform such Party’s obligations hereunder. The obligations of the Parties set forth in this Section 7.10 shall survive the termination of this Agreement.

7.11 Consequential Damages. No Party shall be liable to any other Party under any legal theory for indirect, special, incidental, consequential or punitive damages, or any damages for loss of profits, revenue or business, even if such party has been advised of the possibility of such damages.

7.12 Jurisdiction; Venue. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state or federal court located in Florida and each of the Parties to this Agreement hereby consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court.

7.13 Confidential Information.

(a) The Parties shall abide by the terms of that certain Mutual Nondisclosure and Non-Circumvention Agreement between Green Street Capital Corporation, Barry M. Concool and Bruce B. Federman dated as of November 8, 2010, and as may be amended or replaced from time to time (the "Confidentiality Agreement"), which agreement is incorporated herein by reference with respect to the Joint Venture Company, any Operating Company their Subsidiaries and the activities of the Operating Companies and their Subsidiaries. The Parties agree that the Confidentiality Agreement shall govern the confidentiality and non-disclosure obligations between the Parties respecting the information provided or disclosed pursuant to this Agreement as such information relates to the Joint Venture Company, their Subsidiaries and their activities.

(b) If the Confidentiality Agreement is terminated or expires and is not replaced, such Confidentiality Agreement shall continue with respect to confidential information provided in connection with this Agreement, notwithstanding such expiration or termination, for the duration of the term of this Agreement or until a new Confidentiality Agreement is entered into between the Parties. To the extent there is a conflict between this Agreement and the Confidentiality Agreement, the terms of this Agreement shall control.

(c) The terms and conditions of this Agreement shall be considered "Confidential Information" under the Confidentiality Agreement for which each of the Parties is considered a "Receiving Party" under such Confidentiality Agreement.

7.14 Reimbursement of Start-Up Costs. The Parties that are Members shall cause the Joint Venture Company to reimburse the Public Company for all costs and expenses incurred by the Public Company in connection with the formation of the Joint Venture Company and the planning for and start-up of the Joint Venture Company.

7.15 Dispute Resolution.

(a) All disputes between the Parties over a purported breach of this Agreement (each, a "Dispute"), shall be resolved as follows: the Parties shall first submit the matter to the authorized representative of each of the Parties by providing notice of the Dispute to the Parties. The authorized representatives shall then make a good faith effort to resolve the Dispute. If they are unable to resolve the Dispute within 30 days of receiving notice of the Dispute (during which 30 day period, the authorized representatives shall seek in good faith to hold at least one meeting at which they shall make a good faith effort to resolve the Dispute), then a civil action with respect to the Dispute may be commenced, but only after the matter has been submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for mediation as contemplated by Section 7.15(b).

(b) If there is a Dispute, either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The Party will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in the scheduling the mediation proceedings. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, *provided* that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either Party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither Member may commence a civil action with respect to a Dispute until after the completion of the initial mediation session, or 30 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the Parties so desire. The provisions of this Section may be enforced by any court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the Party against whom enforcement is ordered.

7.16 Certain Interpretive Matters.

(a) Unless the context requires otherwise, (i) all references to Sections, Appendices or Schedules are to Sections, Articles, or Schedules of or to this Agreement or the Operating Agreement, (ii) each of the Schedules will apply only to the corresponding Section or subsection of this Agreement or the Operating Agreement, (iii) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with GAAP, except as modified by the definition of "Modified GAAP," (iv) words in the singular include the plural and vice versa, (v) the term "including" means "including without limitation," and (vi) the terms "herein," "hereof," "hereunder" and words of similar import shall mean references to this Agreement as a whole and not to any individual section or portion hereof. All references to "$" or dollar amounts will be to lawful currency of the United States of America. All references to "$" or dollar amounts, or "%" or percent or percentages, shall be to precise amounts and not rounded up or down. All references to "day" or "days" will mean calendar days.

(b) No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or such provision.

IN WITNESS WHEREOF, the undersigned being the Parties to this Omnibus Agreement have executed this Agreement as of the date and year first above written.

GREEN STREET CAPITAL CORPORATION

By: /s/ Cliff R. Bodden
Cliff R. Bodden
President

BRUCE B. FEDERMAN

By: /s/ Bruce B. Federman
Bruce B. Federman

BARRY M. CONCOOL

By: /s/ Barry M. Concool
Barry M. Concool

METRO BIOENERGY, INC

By: /s/ Steven R. Karpel
Steven R. Karpel
President

STEVEN R. KARPEL

By: /s/ Steven R. Karpel
Steven R. Karpel

APPENDIX A

DEFINITIONS

"**Affiliate**" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"**Agreement**" shall have the meaning set forth in the preamble of this Agreement.

"**Applicable Law**" means any laws, statutes, rules, regulations, ordinances, orders, codes, arbitration awards, judgments, decrees or other legal requirements of any Governmental Entity (as defined under the Operating Agreement).

"**Change of Control**" means the occurrence of any of the following, whether in a single transaction or a series of related transactions: the sale, lease, transfer, conveyance or other disposition (including by way of merger or consolidation) of all or substantially all of (A) the assets of the Public Company or the business operated under, or (B) the Public Company and its subsidiaries taken as a whole, to any "person" or "group" (as such terms are used in Section 13(d)(3) of the Exchange Act); provided, that, a transaction where the beneficial owners (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, of a majority of the voting stock of the Public Company immediately prior to such transaction "beneficially own," directly or indirectly, 50% or more of the voting stock of such "person" or "group" immediately after such transaction will not be a Change of Control.

"**Confidentiality Agreement**" shall have the meaning set forth in Section 7.13 (a) of this Agreement.

"**Cure Period**" shall have the meaning set forth in Section 6.1 (b) of this Agreement.

"**Defaulting Party**" shall have the meaning set forth in Section 6.1 (a) of this Agreement.

"**Dispute**" shall have the meaning set forth in Section 7.15 (a) of this Agreement.

"**Effective Date**" shall mean January 19, 2011.

"**Event of Default**" shall have the meaning set forth in Section 6.1 (a) of this Agreement.

"**Facility**" or "**Facilities**" means any or all biomass feedstock and biofuel production facility or facilities and associated assets that are owned or leased by an Operating Company or any Subsidiary of such Operating Company.

"**Foreign Facilities Company**" shall have the meaning set forth in Section 4.1

"**Joint Venture Company**" shall have the meaning set forth in the Recitals of this Agreement.

"**Non-Defaulting Party**" shall have the meaning set forth in Section 6.1 (b) of this Agreement.

“**Notice of Default**” shall have the meaning set forth in Section 6.1 (b) of this Agreement.

“**Operating Agreement**” means that certain Limited Liability Company Operating Agreement of Green Street Capital Corporation, Barry M. Concool and Bruce B. Federman referred to in the Recitals of this Agreement.

“**Operating Company**” or “**Operating Companies**” shall have the meaning set forth in the Recitals of this Agreement.

“**Original Members**” shall mean the Parties to this Agreement.

“**Party**” or “**Parties**” shall have the meaning set forth in the preamble of this Agreement.

“**Person**” or “**Persons**” means any natural person and any corporation, firm, partnership, trust, estate, limited liability company, or other entity resulting from any form of association.

“**Public Company**” means Green Street Capital Corporation, a Minnesota corporation.

“**Purchase Rights**” shall have the meaning set forth in Section 3.1 of this Agreement.

“**Rights of Exchange**” shall have the meaning set forth in Section 3.2 of this Agreement.

“**Unit**” shall mean each unit of ownership interest of a Member in the Joint Venture Company at any particular time, including the right of the member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Operating Agreement, together with the obligations of the member to comply with all of the terms and provisions of this Agreement and the Operating Agreement.

APPENDIX B

MANAGING MEMBERS

A. Duties and Obligations of the Managing Members. The Managing Members shall cause the Joint Venture Company to conduct its business and operations separate and apart from that of any Member or any of its Affiliates, including, without limitation, (i) segregating Joint Venture Company assets and not allowing funds or other assets of the Joint Venture Company to be commingled with the funds or other assets of, held by, or registered in the name of, any Member or any of its Affiliates, (ii) maintaining books and financial records of the Joint Venture Company separate from the books and financial records of any Member and its Affiliates (although, to the extent required by applicable securities law, the Joint Venture Company may be consolidated with the Public Company for financial reporting statement purposes), and observing all Joint Venture Company procedures and formalities, including, without limitation, maintaining minutes of Joint Venture Company meetings and acting on behalf of the Joint Venture Company only pursuant to due authorization of the Members, (iii) causing the Joint Venture Company to pay its liabilities from assets of the Joint Venture Company, and (iv) causing the Joint Venture Company to conduct its dealings with third parties in its own name and as a separate and independent entity.

B. General Management and Control. The day-to-day decision making and day-to-day operations of the Joint Venture Company shall be the responsibility of the Managing Members. The Managing Members may delegate such day-to-day decision making and day-to-day operations of the business and affairs of the Joint Venture Company to such officers, committees or third parties as the Managing Members may decide at their discretion. The Managing Members shall be responsible for the implementation of decisions of the Joint Venture Company and shall be responsible for making decisions and taking all actions necessary for the implementation of such decisions, including the following:

(a) Decisions on which projects to pursue, execute, reject and/or terminate.

(b) Decisions on project participants, including contractors, vendors, consultants, joint venturers and financing sources.

(c) Decisions on what terms to offer project participants.

(d) Decisions on what terms to accept from project participants.

(e) Decisions on whom to employ, and employee's compensation (other than the Managing Members).

(f) All normal administrative duties and operations including check writing, recordkeeping and other administrative activity consistent with prudent accounting practices.

The Managing Members shall not be permitted to make any Major Decision without the consent of the Class A Members.

C. <u>Major Decisions</u>. All "Major Decisions" of the Joint Venture Company shall require the consent of a majority of the Class A Members. "Major Decisions" shall be limited to decisions and acts with respect to the following:

(a) The sale or encumbrance of all or substantially all of the Property of the Joint Venture Company.

(b) Any amendment of this Agreement or the Operating Agreement.

(c) The formation of any joint venture or partnership with any other entity in connection with the ownership, sale or similar transactions regarding an Operating Company or Facility owned thereby.

(d) The borrowing of any money.

(e) The commencement of a voluntary Bankruptcy by the Joint Venture Company or any Operating Company owned thereby.

D. <u>Number and Election of the Initial Managing Member</u><u>s</u>

(a) The Board of Managers shall initially have three (3) voting members, or such other number as the Parties may specify by written consent. The initial members shall be:

1. Cliff Bodden
2. Richard Buffington
3. Barry Concool
4. Bruce Federman
5. Steven Karpel

The qualifications of any additional voting or non-voting members appointed by the Parties to serve on the Board of Managers shall be determined in the discretion of the Class A Members.

(b) <u>Removal and Vacancies</u>. Each Party having the right to appoint a member of the Board of Managers in accordance with this Section shall also have the right, in its sole discretion, to remove such member at any time by delivery of written notice to the other Party. Any vacancy on the Board of Managers for any reason (including as a result of the death, resignation, retirement or removal pursuant to this Section of any member of the Board of Managers) shall be filled by the person that appointed such member of the Board of Managers. Unless a member of the Board of Managers resigns, dies, retires or is removed in accordance with this Section, he or she shall hold office until a successor shall have been duly appointed by the appointing person.

E. <u>Limitation on Actions of the Managing Members</u>. The Managing Members shall not, without the consent of a Majority In Interest of the Class A Members, take any action on behalf of, or in the name of the Joint Venture Company, or enter into any commitment or obligation binding upon the Joint Venture Company, or the Members, except for: (i) actions specifically provided for in this Agreement or the Operating Agreement; and (ii) actions authorized by the Board of Managers within the scope of its authority. The Managing Members shall indemnify and hold harmless the other Members against any loss, liability, damage or expense arising out of any breach of the foregoing provisions by the indemnifying Managing Members, which indemnity shall include all costs (including reasonable attorneys' fees) incurred in defending any such action or claim, whether at the trial court or appellate level or during negotiations.

F. **Additional Attendees at Board of Managers Meetings**. The Original Members may attend meetings of the Board of Managers, but shall not be deemed members of the Board of Managers unless otherwise appointed thereto pursuant to Section D(a). In addition, the Board of Managers may establish rules with respect to the attendance at Board of Managers meetings of staff and other invitees.

G. **Chairman of the Board of Managers**. The Parties acting together shall annually appoint the person to serve as the chairman of the Board of Managers (the "**Chairman**"). The Chairman shall preside at all meetings of the Board of Managers and shall have such other duties and responsibilities as may be assigned to him or her by the Board of Managers. The Chairman may delegate to the other executive officers, if any, authority to chair any meeting, either on a temporary or a permanent basis. The Chairman shall determine the agenda of each meeting of the Board of Managers, but the other executive officer, if any, and any member of the Board of Managers shall have the right to request that additional items be included in the agenda for any meeting and such items shall be included in the agenda and presented for discussion. The Chairman shall not have the power to end discussion on an agenda item, unless termination of the discussion is agreed to by a majority of the Managing Members present at the meeting.

H. **Compensation of Managing Members**. The Managing Members, in their capacity as such, shall not receive compensation. In the event a Managing Member is an employee of the Joint Venture Company, such Managing Member shall be compensated pursuant to the member's contractual agreement with the Joint Venture Company. In the event a Managing Member is an employee of a Party hereto, such Managing Member shall be compensated pursuant to the member's contractual agreement with the respective Party. In the event a Managing Member is neither an employee of the Joint Venture Company or a Party hereto, such member shall be compensated pursuant to the member's contractual agreement with the Joint Venture Company as an independent contractor. Each Party shall bear the cost and expenses incurred by its appointed members of the Board of Managers (acting in their capacity as members of the Board of Managers).