

USED TIRE SERVICE AGREEMENT

This Agreement is entered into as of this 21st day of JUNE, 1993 by and between B.F.I. TIRE RECYCLERS OF GEORGIA, INC. with an office located at P O BOX 559, 138 SHERREL AVE., JACKSON GA. 30233 (hereinafter "BFI") and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS with an office located at 416 CENTRE STREET, FERNANDINA BEACH, FL 32034 (hereinafter referred to as "Customer"), for the collection, processing and disposal or recycling of used tires from Customer's premises located at NASSAU COUNTY LANDFILL.

1. Services Rendered. BFI agrees that it will accept, and Customer agrees that it will deliver exclusively to BFI, pursuant to the terms of this Agreement, used tires from Customer's operations at the above premises and any other premises at which BFI provides such service for Customer. In consideration of such service, Customer agrees to make the payments as provided for herein.
2. Customer Warranties. The used tires shall, while under the custody or control of Customer, remain segregated from other wastes and materials, and shall remain free of any contamination by any amount of waste or other material ("Non-Conforming Material") including, but without limitation, those listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and applicable state, provincial or local laws (such tires hereinafter referred to as "Conforming Tires"). Conforming Tires may include the tire rims for such Conforming Tires.
3. Title. Upon loading on BFI's truck of Customer's Conforming Tires which are the subject of this Agreement, title to such Conforming Tires shall pass to BFI. Title to Non-Conforming Material shall remain with Customer and Customer agrees to indemnify and hold harmless BFI from and against any and all claims, damages, suits, penalties, fines, liabilities and expenses resulting from or arising out of the deposit of Non-Conforming Material in BFI's trucks, containers, processing

facilities or other equipment.

4. Services and Responsibility for Equipment. BFI shall provide all services and equipment necessary to collect, transport and process Conforming Tires for reuse and/or disposal in a lawful manner. All containers and equipment provided hereunder to Customer's facility by BFI shall remain the property of BFI, however, Customer acknowledges that it has the care, custody and control of such containers and other equipment, excepting such times when the containers are physically handled or operated by BFI's employees. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify and hold harmless BFI against all claims, damages, suits, penalties, fines, liabilities and expenses for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that such scheduled pickup cannot be made, BFI will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access; however, BFI reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access. BFI will provide a **45' HIGH CUBE VAN TRAILER** at Customer's premises for the collection of such Conforming Tires. When the container is fully loaded Customer's personnel shall notify BFI for container pickup by calling 1-800-732-6678. BFI must have three (3) working days notification prior to pickup. Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of BFI's vehicles. Therefore, Customer acknowledges that BFI shall not be liable for any damages to pavement, curbing or driving surface resulting from its trucks servicing an agreed upon area.

5. Rate and Payments. The rates to be charged by BFI for the stated services to be provided hereunder are the sum of the following [Please circle whether A or B below is applicable]:

A. (TRAILER)

1. A delivery charge of \$ _____ for first 45' trailer delivery made by BFI at Customer's facilities, plus
2. A service charge of N/A per month for each BFI trailer at Customer's facilities, whether or not a collection is made during such month, plus

3. A hauling/processing charge equal to **EIGHTY-FIVE AND NO/100 DOLLARS (\$85.00)** per ton of Conforming Tires (whether passenger, light truck, truck, off the road or other tire type) and, if accepted by BFI, any other material, including tubes, flaps, rims and water, in the tire collection trailer, plus
4. An additional charge of **Two Hundred and No/100 Dollars (\$200.00)** per ton for any and all off the road tires in the tire collection trailer.

OR [if elected by BFI and Customer the following alternative rates shall apply]

B. (CONTAINER)

1. A service charge of **N/A** dollars (**\$0.00**) per month for each BFI container at Customer's facilities, whether or not a collection is made during such month, plus
2. A hauling/processing charge of **N/A** dollars (**\$0.00**) per container, whether or not full, of Conforming Tires (whether passenger, light truck, truck, off the road or other tire type) and, if accepted by BFI, any other material, including tubes, flaps, rims and water, in the tire collection containers, plus
3. An additional charge of **N/A** dollars (**\$0.00**) per ton for any and all off the road tires in the tire collection container.

In addition to the foregoing amounts (regardless of whether A or B is applicable), Customer shall pay any sales, use, service or other tax, if any, owing as a result of the services or equipment being provided by BFI to Customer hereunder. Payments for service shall be made within ten (10) days of Customer's receipt of an invoice from BFI. BFI may charge Customer interest on any overdue payments at a rate per annum equal to the lesser of (i) twelve percent (12%) or (ii) the highest rate allowed by the laws of the state where Customer's premises are located.

6. Rate Adjustment. Because disposal and fuel costs constitute a significant portion of the cost of BFI's services provided hereunder, Customer agrees that BFI may increase the rates hereunder proportionately based upon increases in fuel costs, increases in processing and/or disposal facility costs and/or increases in transportation costs due to a change in the location of processing and/or disposal facilities. Customer agrees that BFI may also proportionately pass through to

Customer increases in BFI's costs due to changes in local, state or federal rules, ordinances or regulations applicable to BFI's operations or the services provided hereunder and increases in taxes, fees or other governmental charges assessed against or passed through to BFI (other than income or real property taxes). BFI may also adjust the rates hereunder from time to time to reflect the percentage increase in the U.S. City Average Consumer Price Index for all Urban Consumers (CPI-U), published by the U.S. Department of Labor, Bureau of Labor Statistics. BFI may also adjust rates hereunder in an amount in excess of such percentage increase with Customer's consent upon notice from BFI at least thirty (30) days prior to the effective date of the adjustment. Customer's consent may be evidenced verbally, in writing or by the practices and action of the parties.

7. TERM. THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT SHALL BE FOR A PERIOD OF **ONE (1)** YEARS FROM THE DATE BFI'S EQUIPMENT IS DELIVERED TO CUSTOMER'S FACILITY AND SHALL CONTINUE THEREAFTER UNTIL TERMINATED AS HEREINAFTER PROVIDED. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE YEAR TERMS THEREAFTER UNLESS EITHER PARTY SHALL HAVE GIVEN WRITTEN NOTICE BY CERTIFIED MAIL TO THE OTHER MAILED, TO THE ADDRESS STATED IN THE FIRST SENTENCE OF THIS AGREEMENT, AT LEAST SIXTY (60) DAYS PRIOR TO THE TERMINATION OF THE INITIAL TERM OR ANY SUCH RENEWAL TERM. THE TERMS AND PROVISIONS OF SECTIONS 2 and 3 AND THE INDEMNITY PROVISIONS OF SECTION 4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

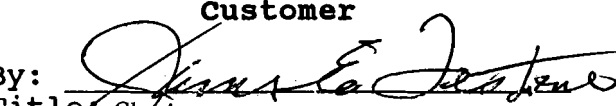
8. Service Changes. The type, size and amount of equipment, the frequency of service, and corresponding changes in rates, may be changed by the parties, either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement, and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of service address location of the Customer within the area in which BFI provides collection service.

9. Liquidated Damages. In the event Customer or BFI terminates this Agreement due to Customer's failure to perform prior to the expiration of its term, Customer agrees to pay BFI as liquidated damages an amount equal to the sum of Customer's monthly billings for the most recent six (6) months, or, if Customer has not been serviced for six (6) months, Customer's average monthly billings for the months serviced or if none, the billing projected by BFI for the first month, multiplied by six (6). Customer acknowledges that the foregoing liquidated damages are reasonable in light of the anticipated loss to BFI caused by such termination and are not imposed as a penalty. In the event Customer fails to pay BFI all amounts which become due under this Agreement, or fails to

perform its obligations hereunder, and BFI refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by BFI as a result of such action, including to the extent permitted by law, reasonable attorneys' fees.

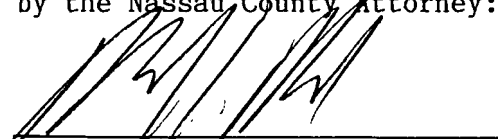
10. Excused Performance. Neither party herein shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires, acts of God and compliance with laws or governmental orders and such failure shall not constitute a breach of this Agreement.
11. Entire Agreement. This Agreement constitutes the entire agreement between BFI and Customer, and cancels and supercedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. Except for services charges which may become effective based on the practices and actions of the parties as described in Section 8 above, no changes, alterations or modifications to this Agreement will be effective unless in writing and signed by BFI and Customer hereto.
12. Assignment. This Agreement may be assigned or subcontracted by BFI to any third party without Customer's consent and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by Customer without BFI's prior written consent.

Executed as of the day and year first above written by the following duly authorized persons.

Customer
By: 
Title: Chairman


Ex-Officio Clerk

Approved as to form:
by the Nassau County Attorney:


Michael S. Mullin

BFI
By: 
Title: JAMES MAUST
DISTRICT MANAGER

By: 
Title: CINDY VAUGHN
SAFETY MANAGER