

AGREEMENT

THIS AGREEMENT entered into this 18th day of October, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and **AMERICAN ENVIRONMENTAL GROUP, LTD., LLC**, doing business as (an Ohio corporation, registered as a Foreign Limited Liability Company, authorized to transact business in Florida), hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for the Landfill Gas System Expansion at the West Nassau Landfill, Nassau County, Florida, hereinafter referred to as the "Work".
2. The Work includes, but is not limited to, the installation of 32 landfill gas extraction wells, header pipe, valves, driplegs/sumps, and all appurtenances associated with the expansion of the existing landfill gas extraction system at the West Nassau Landfill.

All Work is to be performed per the Contract Documents.

1. Proposer hereby agrees to commence the work under this Contract on or before a date to be specified in the Notice to Proceed. Proposer also agrees to **SUBSTANTIALLY** complete the project by **February 1, 2007** and fully complete the project by **February 15, 2007**.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents and the financial damage could include fines imposed by FDEP if the project is not operational by its regulatory deadline. Therefore, the Owner and the Contractor

specifically agree that the Contractor shall pay to the Owner the sum of One Thousand and no/100 Dollars (\$1,000.00) per calendar day or any part thereof elapsing between February 1, 2007, as referenced in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after February 15, 2007, the Project is not fully and finally complete, then the sum of One Thousand and no/100 Dollars (\$1,000.00) plus any fines imposed by FDEP per calendar day or any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor, shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

2. The Owner has determined and declared the above-named Contractor to be the successful proposer on the above referenced Project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to-wit:

Eight hundred and seventy seven thousand dollars and no cents (\$877,000.00)
(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner or its Resident Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid.

The Owner reserves the right to make additions or deletions to bid quantities and/or portions of the bid at the bid item prices.

3. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The provision for the Owner to make payment for an invoice within forty-five (45) days, pursuant to Article 218.70, Florida Statutes, the Florida Prompt Payment Act, starts from the date the invoice is received in the finance office of the Clerk of Court for Nassau County.
4. The term "Contract Documents" means and includes the following:
 - a. Proposal Form as submitted by Contractor (Dated October 10, 2006), inclusive of Commercial Exceptions, Proposed Payment Bond Rider, and "Refined" Clarifications transmitted October 23, 2006.
 - b. Sworn Statement - Public Entity Crimes
 - c. Addendum Acknowledgement
 - d. Bid Bond
 - e. Agreement
 - f. Notice of Award
 - g. Notice to Proceed
 - h. Change Order Request
 - i. Performance Bond
 - j. Payment Bond
 - k. Hold Harmless Agreement
 - l. General Conditions
 - m. Technical Specifications
 - n. Drawings
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
6. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).
7. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

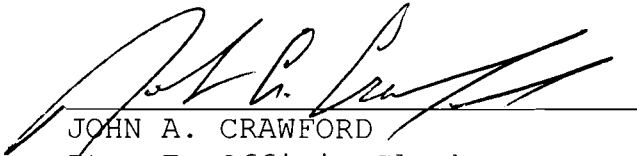
OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



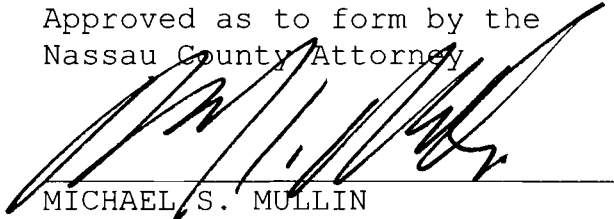
THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST: as to Chairman's signature:



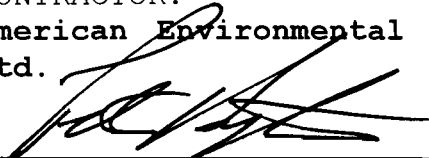
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

CONTRACTOR:
American Environmental Group,
Ltd.



By: Peter Augustin
Its: Treasurer

NOTICE TO PROCEED

To: American Environmental Group Ltd. Date: 11/08/06

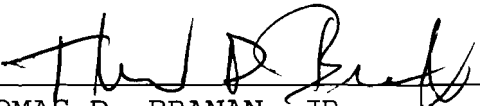
3600 Brecksville Road, Suite 100 Project: Bid No. NC06-044

Richfield, OH 44286

You are hereby notified to commence work in accordance with the Agreement dated the 18th day of October, 2006, on or before the 13th day of November, 2006, and you are to substantially complete the Work within the contract times as detailed in item 3 of the Agreement. The Date of Completion is February 15, 2007.

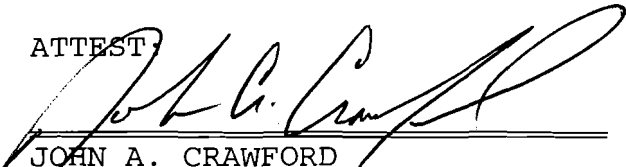
OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



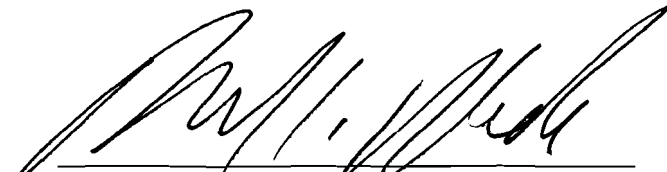
THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney




MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

AMERICAN ENVIRONMENTAL GROUP, LTD., this 11TH day of
NOVEMBER, 2006.


By: PETER AUGUSTIN
Its: TREASURER