

**THIRD RENEWAL OF THE
WASTE TIRE RECYCLING
SERVICE AGREEMENT**

This Third Renewal Agreement entered into this 11th day of July, 2007 by and between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, and Florida Tire Recycling Inc. (hereinafter referred to as Company), for the collection, transportation and recycling of waste tires from the Nassau County Department of Solid Waste Management, whose address is 46026 Landfill Road, Callahan, Florida 32011.

WHEREAS, the County and Company entered into an agreement on the 1st day of October, 2004, for removal and recycling of waste tires from Nassau County; and

WHEREAS, the original contract provided for renewal for a term equal to its original term, upon agreement by both parties; and

WHEREAS, the County and Company exercised its option and entered into a renewal of said agreement on September 14, 2005 for the term October 1, 2005 through September 30, 2006; and

WHEREAS, the County and Company further exercised its option and entered into a Second Renewal of the agreement on August 14, 2006 for the term October 1, 2006 through September 30, 2007; and

WHEREAS, Florida Tire Recycling has agreed to extend the term of the Agreement for another one year period at the same rate in the amount of \$97.50 per ton for said services, with a fuel surcharge of ten percent (10%) until diesel fuel prices drop below \$2.50 per gallon; and

WHEREAS, the Board desires to extend this Agreement for another one year period commencing October 1, 2007 through September 30, 2008.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

- 1. The attached agreement for waste tire processing services is hereby renewed for a one-year period commencing on

October 1, 2007 and ending September 30, 2008. Either party may terminate this agreement by giving thirty (30) days written notice.

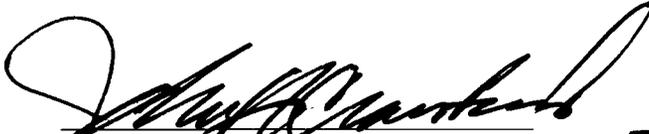
2. All other terms and conditions of the existing agreement and the Renewal thereto remain in full force and effect.
3. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



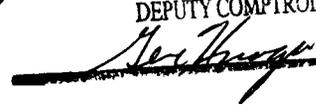
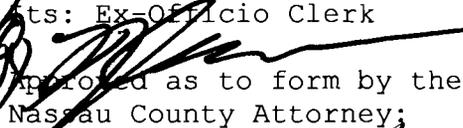
~~JIM B. HIGGINBOTHAM~~ Michael H. Boyle
Its: ~~Chairman~~ Vice Chairman

ATTEST as to Chairman's
signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER

 DATE 7/12/07

Approved as to form by the
Nassau County Attorney;



DAVID A. HALLMAN

FLORIDA TIRE RECYCLING, INC.



JOHN J. WILSON
CEO

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**WASTE TIRE RECYCLING
SERVICE AGREEMENT**

The following Agreement is made this 1st day of October 2004 by and between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, and Florida Tire Recycling Inc. (hereinafter referred to as Company), for the collection, transportation and recycling of waste tires from the Nassau County Department of Solid Waste Management, whose address is 46026 Landfill Road, Callahan, Florida 32011.

Whereas the parties have agreed as follows:

1. Company will provide a 48' long, enclosed over-the road trailer in good physical condition with a floor having no holes or missing flooring to be placed at the West Nassau Landfill for the purpose of collecting waste tires accumulated by the County.
 - a. Nassau County agrees to provide a suitable staging area for the trailer. Said area shall be graded and shall allow ready access by the Company vehicle servicing the site.
 - b. Nassau County agrees to accept custody of the trailer and to reimburse Company for any damage to the trailer that may occur as a result of actions or negligence on the part of County personnel or customers.
2. Any type of waste tires may be loaded into the trailer including tires with rims. The parties also agree:
 - a. The waste tires will not exceed 1200 x 20 in size.
 - b. The waste tires shall be free of dirt, grease or hazardous wastes.
 - c. No cut, sectioned or baled tires shall be loaded into the trailer.
3. Any scrap metal salvaged from removing rims from waste tires that are loaded into the trailer shall become the property of the Company.
4. The trailer shall be loaded by County employees and/or customers and not by Company personnel.
5. Nassau County shall notify Company when trailer is full at which time Company shall dispatch an over-the-road tractor to drop an empty trailer and collect the full one within 48 hours of call. Title to the waste tires shall

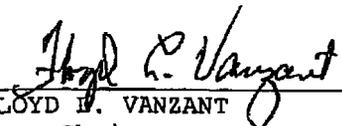
pass to Company when Company's vehicle exits County property.

6. Company shall not be liable for any personal injury or loss suffered by County personnel or customers that may occur to said personnel or customers while loading waste tires into the trailer unless trailer is deemed unsafe.
7. Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during pendency of mediation.
8. The cost to Nassau County for the services described are as follows:
 - a. The cost to transport (including fuel surcharge) and recycle the waste tires deposited into the trailer shall be \$97.50 per ton, minimum 10 tons per trailer.
 - b. Nassau County shall weigh Company's vehicle as it enters and exits the County's Solid Waste site and shall provide Company with a receipt showing the Net Weight collected which shall be used for rendering an invoice to the County.
 - c. The minimum weight per load of waste tires shall be ten (10) tons. If the Net Weight of a load is less than ten tons, the County shall be invoiced based on the minimum of ten tons. If the Net Weight of a load exceeds ten tons, the County shall be invoiced based on the actual weight.
 - d. The cost per ton includes the cost to remove the rim from any tires mounted on rims.
9. Company shall maintain permits from the Florida Department of Environmental protection for the collection

and processing of waste tires. Copies of current collection and processing permits are attached as Exhibit 1.

10. Company shall maintain Workers Compensation Insurance, automobile fleet insurance and commercial liability insurance in limits of not less than \$1 million (as applicable). Upon execution of this Agreement, Company shall cause a certificate of insurance to be issued to Nassau County evidencing such coverage.
11. The term of this Agreement shall be for one year beginning from the date first noticed above. This Agreement may be renewed subject to mutual agreement by both parties.
12. Notice shall be deemed to be properly given if delivered by hand, by registered mail or by commercial courier service to the addresses shown above.
13. This Agreement shall be interpreted under laws of the State of Florida.
14. This Agreement may not be assigned or transferred by either party and may only be amended by mutual written agreement executed by both parties.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



FLOYD W. VANZANT
Its: Chairman

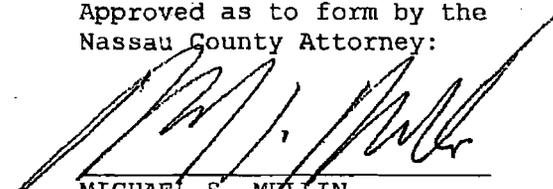
ATTEST:

APPROVED 9-08-04



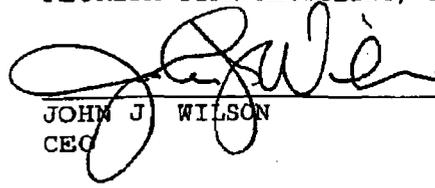
J. M. "CHIP" DALEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MILLIN

FLORIDA TIRE RECYCLING, INC.

A handwritten signature in black ink, appearing to read "John J. Wilson", is written over a horizontal line. The signature is stylized and cursive.

JOHN J WILSON
CEO



Florida Tire Recycling Inc.

9675 Range Line Road
Port Saint Lucie, FL 34987
Ph (772) 465-0477
F~~x~~ (772) 489-2124
Email: mquilty@ftri.net

July 23, 2007

John A. Crawford
Nassau County Solid Waste
PO Box 1010
Fernandina Beach, FL 32035-1010

Re: Waste Tire Recycling Service Agreement

Dear Mr. Crawford,

Attached please find an original copy of the Third Renewal of the Waste Tire Service Agreement duly completed and signed as you requested.

Thank you for the opportunity to continue to be of service to Nassau County.

Sincerely,

Marcus Quilty, MIATI
Chief Financial Officer