

TERM CONTRACTS

- 21. Approve the Assignment of IFB-3090-04/BJC – Term Contract for Solid Waste and Recycling Services for County Facilities from Onyx Waste Services Southeast, Inc., Apopka to Disposall, Inc., Altamonte Springs (Assignment).**

IFB-3090-04/BJC provides Solid Waste and Recycling Services with the objective to reduce its total solid waste output through recycling. The bulk of this material consists of mixed office papers, cardboard, newspaper and other commingled containers (aluminum cans, glass and plastic bottles). The Contractor provides solid waste and recycling services on a routine basis (weekly or as required to meet routine site requirements), with special collections as needed, irregular or one-time requirements. County facilities within the City of Sanford are excluded from solid waste collection for this contract.

Onyx Waste Services Southeast, Inc. sold certain waste hauling contracts to Disposall, Inc. and the County's account was one of them. Administrative Services/Support Services and Fiscal Services Department/Purchasing and Contracts Division recommend the Board to approve the Assignment and authorize the Purchasing and Contracts Manager to execute the documents as prepared and approved by the County Attorney's Office.

**ASSIGNMENT OF SOLID WASTE AND RECYCLING SERVICES FOR COUNTY FACILITIES
TERM AGREEMENT (IFB-3090-04/BJC)**

THIS ASSIGNMENT is made and entered into this ____ day of _____, 20__, by and between **ONYX WASTE SERVICES SOUTHEAST, INC.** whose address is 1964 S. Orange Blossom Trail, Apopka, Florida 32703, hereinafter called the "ASSIGNOR", **DISPOSALL, INC.**, whose mailing address is P.O. Box 161417, Altamonte Springs, Florida 32716, hereinafter called the "ASSIGNEE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and the ASSIGNOR entered into a solid waste and recycling services term agreement (IFB-3090-04/BJC) on July 15, 2004, whereby the ASSIGNOR agreed to provide the COUNTY with solid waste and recycling services for County facilities on a continuing basis; and

WHEREAS, the ASSIGNOR, as of March 1, 2006, has sold certain business interests to the ASSIGNEE, transferring certain assets, liabilities, personnel and contractual responsibilities to Disposall, Inc.; and

WHEREAS, both majority shareholders and executives of the ASSIGNOR desire this assignment; and

WHEREAS, Section 14 of the July 15, 2004 Agreement entered into between the COUNTY and the ASSIGNOR requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

WHEREAS, the COUNTY, the ASSIGNOR and the ASSIGNEE all feel that assignment of this Agreement to the ASSIGNEE will best serve the needs of all parties,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY, the ASSIGNOR and the ASSIGNEE agree as follows:

(1) The ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY dated July 15, 2004 for solid waste and recycling services (IFB-3090-04/BJC) to the ASSIGNEE, effective immediately.

(2) The ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated July 15, 2004 to be performed on the part of the ASSIGNOR and agrees to indemnify the COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) The COUNTY hereby consents to the foregoing assignments between the ASSIGNOR and the ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated July 15, 2004.

(4) The Purchasing and Contracts Manager is hereby authorized to execute this Assignment on behalf of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment on the date below written.

ATTEST:

ONYX WASTE SERVICES SOUTHEAST, INC.

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

ATTEST:

DISPOSALL, INC.

Secretary

By: _____
President

(CORPORATE SEAL)

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
RAY HOOPER, Purchasing and
Contracts Manager

Print Name

Date: _____

Witness

Print Name

For the use and reliance
of Seminole County only.

As authorized by Section 330.3,
Seminole County Administrative
Code.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
3/29/06
Ifb-3090 assign

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into February 28, 2006, effective as of 12:01 p.m. the 1ST day of March, 2006 (the "Closing"), by and between **Onyx Waste Service Southeast, Inc.**, ("**SELLER**"), and **DISPOSALL, INC.**, ("**BUYER**").

RECITALS

WHEREAS, **SELLER** is engaged in the business of "front end" and "roll-off" solid waste collection in central Florida (the "**Business**") and possesses certain solid waste and recycling collection accounts (the "**Business Accounts**"), customer lists, customer contracts, "front end" containers, "roll-off" containers and certain vehicles, in the central Florida area, all as further described below (collectively, the "**Assets**") as more particularly described on Schedule 1 attached hereto; and

WHEREAS, **SELLER** desires to sell to **BUYER**, and **BUYER** desires to purchase from **SELLER**, all of **SELLER'S** right, title, and interest in and to the **Assets**;

NOW, THEREFORE, in consideration of the Recitals and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. SALE OF ASSETS OF SELLER.

SELLER hereby agrees to sell to **BUYER**, and **BUYER** agrees to purchase from **SELLER**, the **Assets** all as listed and enumerated on Schedule 1 attached hereto and incorporated herein by reference. It is expressly understood that use of the Onyx name or trademark is not conveyed by this Agreement. At the time of closing **SELLER** will deliver to **BUYER** all customer contracts and agreements, memoranda, notes, lists, records and other documents or papers (and all copies thereof) relating to the customers of the **Business** and the **Business Accounts**, including such items stored in computer memories, on microfiche or by any other means, made or compiled by or on behalf of or made available relating to customers of the **Business** and the **Business Accounts**. Computer hardware and proprietary software owned by or licensed to **SELLER** is not included in this sale. All such data and information, other than computer hardware and software licensed to **SELLER** shall be the property of **BUYER**; provided **SELLER** may retain copies of such memoranda, notes, lists, records, and other documents or papers as are necessary for **SELLER** to be able to report and account for the **Business** as conducted by **SELLER**. In addition, **SELLER** will deliver to **BUYER** those vehicles and containers listed on Schedule 1 and used to service such **Business Accounts**. Notwithstanding the foregoing, **SELLER** is not hereby conveying to **BUYER** any accounts receivable of the **Business** for services rendered by **SELLER** prior to the date of closing.

2. LIABILITIES ASSUMED/INDEMNITIES

BUYER assumes any and all liabilities of **SELLER** or the **Business** arising out of the **Assets**, whether actual or contingent, arising after closing. **BUYER** shall indemnify, defend and hold **SELLER** harmless against any debts, liabilities or obligations of **BUYER**, whether actual or contingent, arising after Closing and arising out of the **Assets**.

SELLER shall indemnify, defend and hold **BUYER** harmless against any debts, liabilities or obligations of **SELLER**, whether actual or contingent, arising before Closing and arising out of the **Assets**.

3. COLLECTION OF ACCOUNTS RECEIVABLE.

BUYER shall not purchase any accounts receivable of **SELLER** reflected on **SELLER**'s books as of the Closing. **BUYER** shall pay to **SELLER** any amounts received for **SELLER**'s accounts receivable within fifteen days after receipt. Likewise, **SELLER** shall pay to **BUYER** any amounts received related to **BUYER**'S post Closing accounts receivable within fifteen days after receipt.

4. PURCHASE PRICE.

BUYER agrees to pay a total purchase price of **Three Hundred Thousand Dollars (\$300,000.00)** (the "Purchase Price") for the **Assets**, less the amount of any customer prepayments as listed and enumerated on Schedule 2, which customer prepayments shall be provided to **BUYER** prior to Closing and which customer prepayments shall be offset by **BUYER** at Closing according to the Closing Statement. The Purchase Price shall be paid by wire transfer concurrent with Closing, less any customer prepayments prorated to the date of closing and other adjustments agreed to by the parties.

The Purchase Price shall be allocated among the assets in accordance with Schedule 3, attached hereto and incorporated herein by reference.

5. NON-ASSIGNMENT OF CERTAIN CONTRACTS.

Notwithstanding anything to the contrary in this Agreement, to the extent that the assignment hereunder of any customer contract shall require the consent of any third party, neither this Agreement nor any action taken pursuant to its provisions shall constitute an assignment or an agreement to assign if such assignment or attempted assignment would constitute a breach thereof or result in the loss or diminution thereof; provided, however, that in each case, the **SELLER** shall use commercially reasonable efforts to obtain the consent with respect to such Contracts of such other party to such assignment to the **BUYER**.

6. REPRESENTATIONS AND WARRANTIES OF SELLER.

SELLER represents and warrants to **BUYER** the following as of the date of closing:

(a) Compliance With Laws.

SELLER represents and warrants that **SELLER** has operated the Business in substantial compliance with all applicable laws, regulations, and administrative orders of the United States and the State of Florida (including, without limitation, any applicable zoning, environmental, health, or safety laws) to which **SELLER** and/or the Business may be subject. **SELLER** warrants and represents that **SELLER** has not received any notice of any claim or potential claim or notice of any potential or actual violation of any such laws, regulations, or administrative orders.

(b) Ownership of Business Accounts and Assets.

SELLER has legal and beneficial ownership of the Assets free and clear of all liens and encumbrances, other than liens or encumbrances to be satisfied at closing of the transaction described in this Agreement. **SELLER** continues to service all Business Accounts with the same or substantially similar frequency and generating the same or substantially similar revenues as those Business Accounts were represented to **BUYER** prior to Closing.

(c) Authority.

SELLER has the full right and authority to sell, transfer, and assign to **BUYER** the Assets as set forth on Schedule 1, except that the Seminole County Facilities Agreement awarded June 2, 2004 is subject to the subsequent consent of the Seminole County Board, however, Seminole County has requested a copy of the final, executed Purchase Agreement for approval of the assignment and assumption of such contract.

(d) No Broker or Finder's Fees.

SELLER has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the Business or Assets for which the **BUYER** could become liable or obligated.

7. REPRESENTATIONS AND WARRANTIES OF BUYER.

BUYER represents and warrants to **SELLER** the following as of closing:

(a) Authority.

BUYER is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. **BUYER** possesses full corporate power and authority to conduct the Business and to own or use the Assets. The **BUYER** is duly qualified to do business in the state of Florida and is in good standing under the laws of each state or other jurisdiction in which to conduct the Business and own the Assets. **BUYER** has the full corporate power and authority to execute and deliver this Agreement and to perform the **BUYER'S** obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the **BUYER**, enforceable in accordance with its terms and conditions.

(b) No Broker or Finder's Fees.

BUYER has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the Business or Assets for which the **SELLER** could become liable or obligated.

8. CONDUCT OF THE BUSINESS.

From the date hereof until the time of Closing **SELLER** covenants and agrees it will:

(a) operate the Assets in the ordinary and usual course in all material respects in accordance with past practices;

(b) not sell, transfer or otherwise dispose of any of the Assets, except in the

ordinary course of business and consistent with past practices, or except in the ordinary course of business and consistent with past practices, enter into any other material agreement related to the Assets

9. NON-SOLICITATION AGREEMENT.

To induce **BUYER** to enter into this Agreement, **SELLER** agrees that for a period of Five (5) years after the date of this Agreement, **SELLER** will not solicit any of the customers, or any of the employees, transferred to **BUYER** hereunder for solid waste collection, transportation or disposal services.

10. EMPLOYMENT.

BUYER intends to employ those drivers currently in the employ of **SELLER** in the Business as of the date of closing. This is not to be construed as a guarantee of continued employment for any set or specific duration.

11. MUTUAL COOPERATION.

SELLER and **BUYER** covenant and agree to cooperate and assist each other in the transition of assets and in the event any third party attempts to set aside or challenge the validity of the transfer and assignment of the Assets herein including, but not limited to, assisting in the defense of any such claim or attempt.

12. ARBITRATION.

This Agreement shall be governed and construed under the laws of the state of Florida, not including the choice of law rules thereof. Any and all disputes, complaints, controversies, claims and grievances arising under, out of, in connection with, or in any manner related to this Agreement or the relationship of parties hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any decision and award of the arbitrator shall be final, binding and conclusive upon all of the parties hereto and said decision and award may be entered as a final judgment in any Court of competent jurisdiction. Notwithstanding said Rules, any arbitration hearing to take place hereunder shall be conducted in Orlando, Florida, before One (1) arbitrator who shall be an attorney mutually-agreed upon by the parties and who has substantial experience in business law issues, unless the parties to the arbitration agree to some other arbitrator. However, no party shall institute arbitration, or any other proceeding to resolve such disputes until that party has sought to resolve such disputes through direct negotiation with the other party. If such disputes are not resolved within Three (3) weeks after a demand for direct negotiation, the parties to the dispute shall attempt to resolve such disputes through arbitration conducted in Orlando, Florida. The arbitrator shall not be authorized or empowered to award punitive, exemplary, consequential or special damages, or attorney's fees, and the parties expressly waive any claim to such damages or fees.

13. MISCELLANEOUS PROVISIONS.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be determined to be made under and shall be construed in accordance with and shall be governed in accordance with the laws of the State of Florida. This Agreement may be executed simultaneously in multiple counterparts, each of which

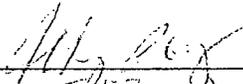
shall be deemed an original, and may be transmitted via facsimile, which together shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to modify or limit the provisions of this Agreement, except by written instrument executed by the parties hereto. This Agreement has been negotiated via arms-length transaction and no provision of this Agreement shall be construed against any party as the "drafter" of such provision. This document states the entire Agreement reached between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, representations and warranties between the parties.

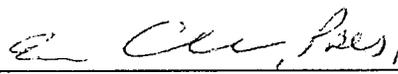
This Purchase and Sale Agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement on the day and year first written above.

ONYX WASTE SERVICE SOUTHEAST, INC.

By: 
Name: Shirley D. Dix
Title: V. President
Date: 2-28-06

DISPOSALL, INC.

By: 
Name: Eugene Calabrese
Title: President
Date: 2-28-06

SCHEDULE 1
ASSETS PURCHASED FROM SELLER

SEE ATTACHED.

Vehicles:

One (1) 1998 Mack truck – Model Number LE613, Vehicle No. W307010, VIN:
1M2ACO7CXWM002282, Plate No. N2767G

One (1) 1999 Mack truck – Model Number MR688S, Vehicle No. W307003, VIN:
1M2K195C6XMO14206, Plate No. N3267D

Roll Off Containers:

Five (5) twenty (20) yard as currently located at certain customer locations

Three (3) thirty (30) yard as currently located at certain customer locations

One (1) forty (40) yard as currently located at certain customer locations

Front End Containers:

Five Hundred and Three (503) (see attached list)

Commercial Hand Pick Up (90 gal.)

Forty Six (46)

Business Accounts

See attached listing of customer contracts / accounts

IDENTIFICATION NUMBER 1M2K195C6XMO14206	YR 1999	MAKE MACK	MODEL	BODY DP	WT-L-BHP 25000	VESSEL REGIS. NO.	TITLE NUMBER 79150981
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REGISTERED OWNER

DATE OF ISSUE

ONYX WASTE SERVICES OF FLORIDA INC
1964 S ORANGE BLOSSOM TRL
APOPKA FL 32703

12/23/2002

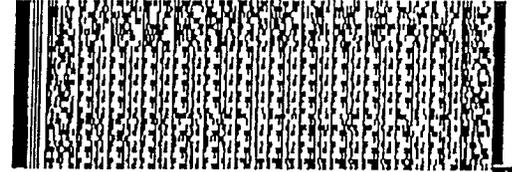
LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS
HEREBY RELEASED

BY _____

MAIL TO:

ONYX WASTE SERVICES OF FLORIDA INC
1964 S ORANGE BLOSSOM TRL
APOPKA FL 32703-7758

TITLE _____ DATE _____



CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.29/328.09, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS IS AN OFFICIAL CERTIFICATE OF TITLE ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER 1M2K195C6XMO14206	YR 1999	MAKE MACK	MODEL	BODY DP	WT-L-BHP 25000	VESSEL REGIS. NO.	TITLE NUMBER 79150981
PREV. STATE FL	COLOR GRN	PRIMARY BRAND	SECONDARY BRAND	NO. OF BRANDS	IN USE PVT	PREV. ISSUE DATE 10/22/2001	DATE OF ISSUE 12/23/2002
ODOMETER STATUS FOR VESSEL MANUFACTURER OR ON USE EXEMPT				HULL MATERIAL		PROP	

REGISTERED OWNER
ONYX WASTE SERVICES OF FLORIDA INC
1964 S ORANGE BLOSSOM TRL
APOPKA FL 32703

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS
HEREBY RELEASED

1ST LIEN HOLDER

NONE

DIVISION OF MOTOR VEHICLES - TALLAHASSEE - FLORIDA

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES

[Signature]
DIRECTOR

58343594

[Signature]
EXECUTIVE DIRECTOR

WARRANTY OF TITLE BY SELLER (THIS SECTION MUST BE COMPLETED AT THE TIME OF SALE)
I, the undersigned, hereby warrant and certify that the motor vehicle or vessel described in this certificate and the motor vehicle or vessel described is thereby transferred to the purchaser named herein and that the purchaser is entitled to the same free from any lien or claim of any person or entity other than the purchaser named herein.

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE IS KNOWN AND THE ODOMETER READING IS NOT THE ACTUAL MILEAGE.
I/we state that the odometer reading is correct and incorrect. If incorrect, the actual mileage is _____ miles. I/we hereby certify that to the best of my knowledge the proper reading reflects the actual mileage of the vehicle described herein, unless the odometer reading is in excess of 10 mechanical miles. I/we warrant and certify that the odometer reading is not the actual mileage.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.
Signature of Purchaser: _____
Signature of Co-Purchaser: _____
Signature of Seller: _____
Signature of Co-Seller: _____
When Application is Made by Selling Dealer: _____
Address: _____
License Number: _____

LIEN SATISFACTION

IDENTIFICATION NUMBER 1M2AC07CXWM002282	YR 1998	MAKE MACK	MODEL	BODY TK	WT-L-BHP 28500	VESSEL REGIS. NO.	TITLE NUMBER 91920901
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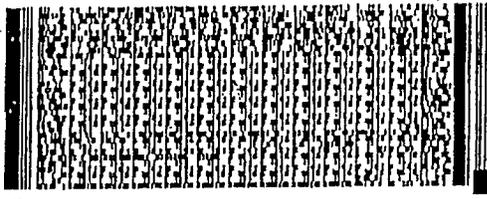
REGISTERED OWNER
ONYX WASTE SERVICES SOUTHEAST INC
 1964 S ORANGE BLOSSOM TRL
 APOPKA FL 32703

DATE OF ISSUE
12/07/2004

LIEN RELEASE
 INTEREST IN THE ABOVE DESCRIBED VEHICLE IS
 HEREBY RELEASED

MAIL TO:
ONYX WASTE SERVICES SOUTHEAST INC
 1964 S ORANGE BLOSSOM TRL
 APOPKA FL 32703-7758

TITLE _____ DATE _____



CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/329.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

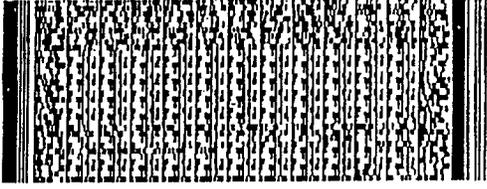
IDENTIFICATION NUMBER 1M2AC07CXWM002282	YR 1998	MAKE MACK	MODEL	BODY TK	WT-L-BHP 28500	VESSEL REGIS. NO.	TITLE NUMBER 91920901
PREV STATE AL	COLOR GRN	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE PVT	PREV ISSUE DATE	DATE OF ISSUE 12/07/2004
ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE EXEMPT				FUEL MATERIAL	PROP		

REGISTERED OWNER
ONYX WASTE SERVICES SOUTHEAST INC
 1964 S ORANGE BLOSSOM TRL
 APOPKA FL 32703

LIEN RELEASE
 INTEREST IN THE ABOVE DESCRIBED VEHICLE IS
 HEREBY RELEASED

TITLE _____ DATE _____

1ST LIENHOLDER
 NONE



DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A Ford Control Number **69304244** *Fred O Dickinson II*
 CARL A FORD DIRECTOR FRED O DICKINSON II EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (THIS SECTION MUST BE COMPLETED AT THE TIME OF SALE)
 ODOMETER CERTIFICATION: Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment.
 This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to Purchaser.

I/We state that this is of digit odometer, new reading (in tenths) miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein. **CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE**
 I hereby certify that the odometer reading is not the actual mileage. **WARNING: ODOMETER DISCREPANCY**
 general odometer statement blocks is checked.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____
 Signature of Co-Purchaser: _____
 Signature of Seller: _____
 Signature of Co-Seller: _____
 (When Applicable)
 Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: \$ _____
 Auction Name: _____ License Number: _____

LIEN SATISFACTION

UNRECORDED

<u>Onyx Waste Services Vehicle Listing</u>		2/27/2006 10:08				
<u>2002</u>						
<u>Location Name:</u>	<u>Onyx Waste Services</u>					
<u>City</u>	<u>Apopka - W3</u>					
<u>State</u>	<u>Florida</u>					
<u>Vehicle Year</u>	<u>Vehicle Make</u>	<u>Vehicle Model</u>	<u>Vehicle Identification No.</u>	<u>vehicle#</u>	<u>Plate#</u>	<u>GVW</u>
1999	MACK	MR688S	1M2K195C6XMO14206	W307003	N3267D	66000
1998	MACK	LE613	1M2ACO7CXWM002282	W307010	N2767G	66000

Transactions up to: Feb 20, 2006 Aged as of: Feb 20, 2006
 Customer Range: 1 To 999999

(Numeric Sequence) Service Codes: 2 Selected B1, B3 All Billing Cycles Selected (# Indicates No Active Services)
 Business Codes: 2 Selected AP, OA (* Indicates Closed Accounts)

Customer/Site	Name	Curr	Telephone	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 120 Days	Total Due
000050-0000	NON PRODUCTIVE CUSTOMEI	001	(407) 464-0664	(\$1,168.10)					(\$1,168.10)
000500-0000	OAKLEAF WASTE MANAGEME	001	(860) 256-2062	\$26,225.10	\$11,171.93	(\$8,207.84)			\$29,189.19
001242-0000	FLORIDA CATASTROPHE	001	(407) 295-5440	\$3,639.00					\$3,639.00
002544-0000 *	ESTRELLA INSURANCE COMP	001	(305) 863-9535					(\$51.01)	(\$51.01)
002556-0000	OERTHER FOODS INC.	001	(407) 859-7123	\$520.26					\$520.26
002573-0000	JERRY'S MUFFLER	001	(407) 822-9310	(\$63.62)					(\$63.62)
002574-0000 *	ALL TUNE AND LUBE	001	(407) 948-7222			\$54.95	\$54.95	\$124.90	\$234.80
002581-0000	CHRIST CHURCH UNITY	001	(407) 852-3940	\$102.78					\$102.78
002720-0000	T & M HAULING	001	(407) 295-3573	\$114.26					\$114.26
002808-0000 *	ORLANDO COMMISSARY	001	(407) 848-2160					(\$56.93)	(\$56.93)
003045-0000	FINISHING SYSTEMS OF FLOR	001	(407) 834-6280	\$82.42	\$82.42				\$164.84
003047-0000	HOLY CROSS DAY CARE	001	(407) 402-7424	\$158.86					\$158.86
003064-0000	SEMINOLE COUNTY SERVICE	001	(407) 522-5250	\$859.08	\$309.08	\$61.84	\$61.84	\$8.64	\$1,300.48
003065-0000	SEMINOLE COUNTY SERVICE	001	(407) 665-5250	\$504.00		(\$306.28)			\$197.72
003067-0000	SEMINOLE COUNTY SUPPORT	001	(407) 665-5250	\$2,392.32	\$15.32	\$15.32	\$15.32		\$2,438.28
003087-0000	FIFTH & 21ST,LLC	001	(407) 658-4704	\$2,102.25					\$2,102.25
003136-0002	JULIE SCOTT RENTAL UNIT	001	(352) 217-8709	\$71.84					\$71.84
003176-0000	KEVIN GILLIAM	001	(407) 894-4484	\$78.34					\$78.34
003178-0000 *	METRO DEVELOPMENT	001	(407) 466-6605	\$237.41					\$237.41
003307-0000	CHARLIE'S STEAKHOUSE	001	(407) 461-3427	\$605.92					\$605.92
003375-0000	SMURFIT WASTE REDUCTION	001	(800) 333-8879	\$52.90					\$52.90
003415-0000 *	NOW FAITH PENICOSTAL	001	(407) 298-2810	\$3.60					\$3.60
003466-0000 *	METRIC ENGINEERING	001	(407) 644-1898					(\$74.27)	(\$74.27)
003468-0000	FIBER UNLIMITED	001	(407) 273-1442	\$1,234.63					\$1,234.63
003468-0002	FIBER UNLIMITED	001	(407) 273-1442	(\$108.22)					(\$108.22)
	Customer Totals:			\$1,126.41	\$0.00	\$0.00	\$0.00	\$0.00	\$1,126.41
003470-0000	SLM WASTE & RECYCLING SE	001	(215) 258-3822					(\$29.77)	(\$29.77)
003470-0003	BOSTON MARKET #0177	001	(616) 278-9100	\$395.00					\$395.00
003470-0004	BOSTON MARKET #0231	001	(616) 278-9100	\$243.00					\$243.00
003470-0005	BOSTON MARKET #0473	001	(616) 278-9100	\$225.00					\$225.00
003470-0006	BOSTON MARKET #0920	001	(616) 278-9100	\$145.00					\$145.00
003470-0007	BOSTON MARKET #1068	001	(616) 278-9100	\$70.00					\$70.00
003470-0008	CHILI'S GRILL & BAR #0375	001	(616) 278-9100	\$489.37					\$489.37
003470-0009	MACARONI GRILL #0081	001	(616) 278-9100	\$410.00					\$410.00
003470-0010	BOSTON MARKET #0770	001	(616) 278-9100	\$51.00					\$51.00
003470-0011	BOSTON MARKET #0186	001	(616) 278-9100	\$255.00					\$255.00
003470-0012	BOSTON MARKET	001	(616) 278-9100	\$364.50	\$1.31				\$365.81
003470-0014	BOSTON MARKET	001	(215) 258-3822	\$338.00					\$338.00
	Customer Totals:			\$2,985.87	\$1.31	\$0.00	\$0.00	(\$29.77)	\$2,957.41
003472-0000	SLM WASTE & RECYCLING SE	001	(215) 258-3822	\$520.00					\$520.00
003473-0000	CHILI'S GRILL & BAR #217	001	(215) 258-3822	\$571.32					\$571.32
003522-0000	KIDS N COMPANY INC	001	(407) 277-4213	\$97.23					\$97.23
003532-0000	COINMACH	001	(407) 365-3835	(\$2.41)					(\$2.41)
003585-0000	DECON ENVIRONMENTAL & EI	001	(407) 330-9612	\$112.94	\$112.94			\$0.02	\$225.90
003611-0000	ROY'S RESTAURANT	001	(407) 352-4844	\$529.91					\$529.91
003613-0000	MACARONI GRILL #0214	001	(610) 278-9100	\$526.86					\$526.86
010423-0000	TRAMMELL CROW C/O FPL	001	(407) 466-1567	(\$0.61)					(\$0.61)
010433-0000	SUNSHINE RECYCLING	001	(407) 843-7990	\$1,127.00	\$1,127.00	\$1,186.40		\$4,462.96	\$7,903.36
010452-0000	CARLANDO REALTY	001	(407) 854-8812	\$6,032.72					\$6,032.72
010466-0000	SOPHIA KIDS LEARNING CENT	001	(352) 383-8450	\$89.36					\$89.36
010644-0000	PARK TO FLY	001	(407) 851-8875	\$69.35					\$69.35
010907-0000	LISA STERN	001	(407) 222-2930	\$38.63	\$33.08				\$71.71
011142-0000	THE QUAKER OATS+ COMPAN	001	(407) 846-5918	\$1,894.14	\$1,381.39				\$3,275.53
011217-0000	LONGDALE LLC	001	(407) 808-8641	\$66.95					\$66.95
011223-0000	WINTER PARK WOODS	001	(407) 447-9955	\$1,846.48	\$1,335.47				\$3,181.95
011305-0000	PINO TILE HOLDINGS, L.L.C.	001	(954) 971-0992	\$180.00					\$180.00
011479-0000	RIGHT FUEL AND FOOD	001	(407) 298-1805	\$2,159.75					\$2,159.75
011491-0000	MICHAEL AUTO PARTS	001	(407) 423-1695	\$123.79					\$123.79
011518-0000	CLEANEVENT USA INC	001	(407) 856-7676	\$113.21					\$113.21

Transactions up to: Feb 20, 2006 Aged as of: Feb 20, 2006
 Customer Range: 1 To 999999

(Numeric Sequence) Service Codes: 2 Selected B1, B3
 All Billing Cycles Selected (# Indicates No Active Services
 Business Codes: 2 Selected AP, OA (* Indicates Closed Accounts)

Customer/Site	Name	Curr	Telephone	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 120 Days	Total Due
011532-0000	THE FOUNTAINS AT BAY HILL/	001	(407) 999-9985	\$947.10					\$947.10
011549-0000	UNICORP/ALAFAYA PT	001	(407) 999-9985	\$525.46					\$525.46
011550-0000	PJ FOOD SERVICES INC	001	(210) 695-4402	\$1,295.78	\$1,295.78			\$109.59	\$2,701.15
011552-0000 *	AYBAR FOOD MART	001	(407) 857-2465		(\$53.36)				(\$53.36)
011693-0003	ETCHISON ENTERPRISES	001	(407) 656-2622	\$211.58					\$211.58
011737-0000	US BRICK & BLOCK SYSTEMS,	001	(954) 792-0076	\$1,862.00					\$1,862.00
011752-0000	WEST ORANGE GIRLS CLUB, I	001	(407) 402-0347	\$99.16					\$99.16
011828-0000	WHISPER LAKE APARTMENTS	001	(407) 677-0005	\$2,114.55	\$93.55	\$243.55	\$93.55		\$2,545.20
011907-0000	SEMORAN NORTH	001	(407) 671-5957	\$2,116.26					\$2,116.26
011978-0000	LEVEL ASSOC DBA HARBOR F	001	(407) 275-1313	\$2,801.29					\$2,801.29
012127-0000	SPFFX SYSTEM, INC	001	(407) 297-6520	\$58.08	\$58.08				\$116.16
012184-0000	MIGUEL TIRE SERVICE	001	(407) 522-9191	\$87.61					\$87.61
012446-0000	COMMERCIAL REALTY GROUF	001	(407) 866-3614	\$166.64					\$166.64
012528-0000	SILVER MOON CAFE	001	(407) 656-1973	\$10.59					\$10.59
012561-0000	INTERNATIONAL BUS & PARTE	001	(407) 880-9700	\$107.92					\$107.92
012945-0000 *	THAI PASSION	001	(407) 313-9999	(\$35.17)					(\$35.17)
012964-0000	BONEFISH BAR & GRILL	001	(407) 355-7707	\$656.72					\$656.72
013364-0000	KINKO'S # 3995	001	(180) 097-7627	\$166.64					\$166.64
013442-0000	MARKETPLACE CENTER LLC	001	(407) 999-9995	\$74.73					\$74.73
013495-0000	SUNSHINE CRANE RENTAL	001	(407) 880-2222	\$180.31					\$180.31
013613-0000 *	SAS WASH LLC	001	(727) 787-0757					(\$327.98)	(\$327.98)
013690-0000	MOONFISH	001	(407) 363-7262	\$913.50					\$913.50
013865-0000 *	THE BODY SHOP	001	(407) 332-9011	\$5.00	\$5.00	\$5.95	\$90.86	\$45.95	\$152.76
013895-0000	SLM WASTE & RECYCLING	001	(215) 258-3822	\$322.00					\$322.00
013959-0000	VON SCHEMLING MARTIAL AR	001	(407) 701-9330	\$70.95					\$70.95
014015-0000	SE RESIDENTIAL WOODLAND	001	(407) 295-1210	(\$1,121.52)					(\$1,121.52)
014016-0000	SUNSHINE METAL PRODUCTS	001	(407) 331-1300	\$59.95					\$59.95
014075-0000	BEEPERS N PHONES OF ORLJ	001	(407) 830-7777	\$41.95					\$41.95
014083-0000	CENTRAL FLORIDA MOTOR EX	001	(407) 388-0280	\$58.08					\$58.08
014096-0000	STANLEY ACCESS TECHNOLC	001	(407) 884-8500	\$277.45					\$277.45
014183-0000	OTTO BOCK HEALTH CARE	001	(407) 599-7990	\$218.68					\$218.68
014257-0000	SPORTS BAR & GRILL	001	(407) 578-3005	\$71.05					\$71.05
014264-0000	RENT A CENTER #1159	001	(800) 422-8186	\$42.95	\$42.95	\$7.00	\$7.00		\$99.90
014301-0007 *	GATORS AT HOFFNER	001	(407) 333-3278					(\$17.33)	(\$17.33)
014334-0000	NEW LIFE CHURCH OF ORLAN	001	(407) 226-3505	\$96.95	\$91.95	\$91.95			\$280.85
014336-0000	SILVER STAR RESTAURANT C	001	(407) 654-3550	\$343.00					\$343.00
014337-0000	SILVER STAR RESTAURANT C	001	(407) 654-3550	\$264.50					\$264.50
014338-0000	SILVER STAR RESTAURANT C	001	(407) 654-3550	\$534.25					\$534.25
014371-0000	ENVIRONMENTAL DRILLING SI	001	(407) 295-3532	\$89.95					\$89.95
014404-0000	ROBINSON RESTAURANT	001	(407) 889-4151	\$166.64					\$166.64
014430-0000 *	AUDIO ILLUSIONS	001	(407) 354-2375	\$5.00	\$5.00	\$5.00	\$5.00	\$121.90	\$141.90
014431-0000	U-STORE-IT # 0703 C/O OMEC	001	(530) 824-1890	\$68.49	\$68.49				\$136.98
014440-0000 *	OMS ENTERPRISES	001	(863) 967-7399					(\$61.84)	(\$61.84)
014454-0000	HARVEYS NURSERY	001	(407) 886-3198	\$41.90					\$41.90
014463-0000	CHICK-FIL-A HUNT CLUB	001	(407) 865-7071	\$652.30					\$652.30
014466-0000 #	GENTABELLAS	001	(407) 857-3216	\$5.00	\$5.00	\$5.00	\$5.00	\$111.95	\$131.95
014469-0000	GLENN PITTMAN	001	(407) 886-3985	\$70.95					\$70.95
014479-0000	CHEAP DAVES AUTO SALVAGE	001	(407) 299-0001	\$70.95					\$70.95
014482-0000	OAK RIDGE CAR WASH	001	(352) 394-6161	\$75.01	\$80.01				\$155.02
014528-0000	RAINBOW PLAY SYSTEMS INC	001	(407) 884-1344	\$72.89	\$72.89				\$145.78
014544-0000	YESENIA CRUZ	001	(407) 872-3144		\$36.72				\$36.72
014548-0000	LITTLE DAIRY MANOR	001	(407) 788-0761	\$96.95	\$96.95	\$91.95			\$285.85
014549-0000	CONEYS CURLS & SWIRLS	001	(407) 788-0761	\$73.95	\$73.95	\$68.95			\$216.85
014552-0000	MONSTER CHEF, INC	001	(407) 351-1227	\$282.73					\$282.73
014560-0000	TIENDA REPUBLICA	001	(407) 886-1154	\$97.23					\$97.23
014567-0000	VFW 2093	001	(407) 293-4444	\$107.92					\$107.92
014572-0000	MJS CONCRETE INC	001	(407) 349-5972	\$117.44					\$117.44
014584-0000	PARK AVENUE GROCERY	001	(407) 886-5502	\$122.44	\$122.44	\$118.55		\$0.36	\$363.79
014586-0000	BED, BATH & BEYOND # 162 C	001	(609) 242-8800	\$322.65	\$726.88	\$710.30			\$1,759.83

Transactions up to: Feb 20, 2006 Aged as of: Feb 20, 2006
 Customer Range: 1 To 999999

(Numeric Sequence) Service Codes: 2 Selected B1, B3
 All Billing Cycles Selected (# Indicates No Active Services)
 Business Codes: 2 Selected AP, OA (* Indicates Closed Accounts)

Customer/Site	Name	Curr	Telephone	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 120 Days	Total Due
014606-0000	BRINSON FUNERAL HOME OF	001	(407) 578-9003	\$63.08	\$58.08	\$140.34			\$261.50
014611-0000	BRENNTAG MIDSOUTH INC	001	(800) 456-9310	\$200.00					\$200.00
014634-0000	CICI'S PIZZA	001	(407) 238-7711	\$290.05					\$290.05
014640-0000	CONNIES SPORT BAR	001	(407) 438-3037	(\$111.50)					(\$111.50)
014651-0000	HARRIS INTERNAL MEDICINE	001	(407) 351-9696	\$77.89	\$72.89	\$78.57			\$229.35
014659-0000	FRED'S EXCAVATING & CRANI	001	(407) 299-5694	\$72.89	\$72.89				\$145.78
014661-0000	MC CUTCHEN FAMILY, LLC	001	(407) 971-2050	\$58.08					\$58.08
014669-0000	THE L.E. MYERS COMPANY	001	(407) 398-6640	\$58.08					\$58.08
014680-0000	GREATER FAITH AME ZION CH	001	(407) 342-0252	(\$15.84)					(\$15.84)
014701-0000	LINK'S AUTOMOTIVE INC	001	(407) 896-0813	\$77.89	\$77.89	\$78.57			\$234.35
014717-0000	SUSIES PUB	001	(407) 294-2050	(\$33.55)					(\$33.55)
014755-0000	CARPETS & BLINDS BEAUTIFL	001	(407) 578-6000	\$457.73					\$457.73
014758-0000	LENNY'S FRESH MARKET	001	(321) 438-8401	(\$6.67)					(\$6.67)
014761-0000	TRIANGLE FASTENER CORP	001	(407) 660-0167					(\$26.59)	(\$26.59)
014765-0000	FRESH START MINISTRIES	001	(407) 293-3822	\$287.78					\$287.78
014767-0000	CANTON CHINESE RESTAURA	001	(407) 354-0607	\$58.08					\$58.08
014769-0000	KATHY'S PRODUCE	001	(407) 880-8868	(\$22.91)					(\$22.91)
014770-0000	ANAELLE & HUGO	001	(407) 851-2927	\$301.53					\$301.53
014777-0000	SWIMMING POOL REFINISHING	001	(407) 647-4256	\$72.89	\$72.89	\$5.81			\$151.59
014783-0000	AMERICAN FOLIAGE	001	(407) 886-8660	\$54.95					\$54.95
014789-0000	POSITIVE IMPRESSIONS	001	(407) 332-8592	(\$68.00)					(\$68.00)
014797-0000	GREENBRIAR RETIREMENT	001	(407) 292-6771	\$22.95					\$22.95
014805-0000 #	PREMIUM FEED STORE	001	(407) 855-1098	\$98.97			\$370.83		\$469.80
014808-0000	ASAP AUTO REPAIR	001	(407) 786-7706	\$54.95					\$54.95
014847-0000	PANEL WORLD	001	(407) 592-6580	\$93.00					\$93.00
014855-0000	SOUTHSIDE CLUB	001	(407) 856-0043	\$58.08					\$58.08
014857-0000 *	PINYA'S PHILLIPINE RESTAUR	001	(407) 671-0020	(\$111.71)				(\$47.61)	(\$159.32)
014858-0000 *	TAYLOR'S TOWING	001	(407) 298-5572	\$5.00	\$5.00	\$5.00		\$28.53	\$43.53
014860-0000	SUNSHINE STATE 7TH DAY AC	001	(407) 578-2244	(\$38.89)					(\$38.89)
014868-0000	CARELI SERVICES INC	001	(407) 297-0888	\$58.08	\$171.40				\$229.48
014881-0000	ANDUJAR AUTO REPAIR	001	(407) 859-0848	\$58.08					\$58.08
014882-0000	FME	001	(407) 296-5880	\$72.89					\$72.89
014904-0000	WHISPERING PALMS MHP	001	(407) 851-8522	\$222.18					\$222.18
014922-0000	WESTWOOD CHURCH OF CM/	001	(407) 295-4381	\$117.44					\$117.44
014942-0000	ORLANDO HOUSING AUTHORI	001	(407) 299-9823	\$1,542.80					\$1,542.80
014944-0000	PITBULL MOTORCYCLE CO	001	(407) 619-2621	\$270.00					\$270.00
014965-0000	ORLANDO NORTH SERVICE CI	001	(407) 629-5595	\$309.00					\$309.00
014991-0000	LOW BALL LOUIE'S	001	(407) 293-4272	\$54.95					\$54.95
014998-0000	HAJOCA CORPORATION	001	(407) 822-3560	\$107.00					\$107.00
014999-0000 *	FRAMETECH	001	(407) 293-7271					(\$17.26)	(\$17.26)
015000-0000	REEVES SUPPLY	001	(407) 299-9284	\$89.82					\$89.82
015011-0000	ORANGE BLOSSOM RV RESOF	001	(407) 886-3260	(\$281.43)					(\$281.43)
015029-0000	NOI PIZZERIA & GRILL	001	(407) 858-0641	\$72.89					\$72.89
015038-0000 *	GRAPHIC CREATION INC	001	(407) 290-6200	\$5.00	\$5.00	\$59.95	\$59.95	\$186.90	\$316.80
015051-0000	B & T AUTO PARTS	001	(407) 293-2534	(\$68.95)					(\$68.95)
015056-0000	SECRET PRODUCTS, INC	001	(407) 884-8668	\$68.95					\$68.95
015068-0000	FAIRVILLAS RESTAURANT	001	(407) 422-0911	\$72.95			\$7.95		\$80.90
015086-0000	CLUB LAS PALMAS	001	(407) 886-1154	\$54.95					\$54.95
015136-0000	FIELD'S APPLIANCE SERVICE	001	(407) 299-2040	(\$117.44)					(\$117.44)
015144-0000	SANDPIPER NURSERY	001	(407) 948-3228	\$18.34	\$77.89				\$96.23
015203-0000	4C'S LAKEFRONT LODGING	001	(973) 229-5628	\$186.63					\$186.63
015216-0000	RGI MARKETING GROUP	001	(407) 339-7111	\$58.08					\$58.08
015227-0000	CFP PHYSICIANS GROUP	001	(407) 831-5252	\$205.52		\$0.01			\$205.53
015238-0000	LIFE CONCEPTS INC.	001	(407) 889-4530	\$93.00					\$93.00
015253-0000	MAGIC FABRICATORS	001	(407) 332-0722	\$91.65					\$91.65
015283-0000 *	MID FLORIDA PRINTING	001	(407) 299-8840	(\$189.46)					(\$189.46)
015294-0000 *	JANARN INVESTMENT, INC	001	(407) 682-4999					(\$16.98)	(\$16.98)
015317-0000	DNR OF LAKE COUNTY	001	(407) 889-7200	\$167.16					\$167.16
015324-0000	TROPICAL RESTAURANT	001	(407) 854-7753	\$75.01					\$75.01

Transactions up to: Feb 20, 2006 Aged as of: Feb 20, 2006
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(Numeric Sequence) Service Codes: 2 Selected B1, B3 All Billing Cycles Selected (# Indicates No Active Services) Business Codes: 2 Selected AP, OA (* Indicates Closed Accounts)

Customer/Site	Name	Curr	Telephone	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 120 Days	Total Due
015325-0000 *	LIQUOR WORLD DBA APOPKA	001	(407) 295-2533	\$5.59	\$5.51	\$5.42	\$6.06	\$361.20	\$383.78
015327-0000	VOLCANO'S LLC	001	(407) 467-5955	\$122.44					\$122.44
015332-0000	DIVERSIFIED ROOFING TECH	001	(407) 265-2378	\$87.42	\$82.42	\$88.19			\$258.03
015333-0000	MORELIA MISH CORPORATIO	001	(407) 682-5156	\$180.63					\$180.63
015335-0001	BUDDYS HOME FURNISHINGS	001	() -	\$140.00	\$140.00				\$280.00
015339-0000	LENOS Y CARBON	001	(407) 251-4484	\$794.38					\$794.38
015359-0000	CASEWORK SPECIALTIES INC	001	(407) 856-9405	\$250.04		\$493.32			\$743.36
015362-0000	CARLSON RESTAURANTS WO	001	(860) 290-1250	\$871.00	\$871.00	\$309.25		\$927.75	\$2,979.00
015363-0000	FLORIDA BIKE & MOWER	001	(407) 869-1717	\$91.94					\$91.94
015369-0000	AMERICAN LEGION #331	001	(407) 421-2759	\$87.71					\$87.71
015371-0000	NAPA AUTO PARTS	001	(407) 859-9690		(\$0.92)				(\$0.92)
015373-0000	K & B FINANCIAL SERVICES, I	001	(407) 241-2880	\$92.03					\$92.03
015417-0000	PAVCO FURNITURE, INC	001	(407) 884-4411	\$268.73					\$268.73
015423-0000	HYDRAULIC HOUSE INC	001	(407) 422-2317	\$75.01	(\$0.70)				\$74.31
015453-0000	NORTH LAKE FOODS INC	001	(860) 290-1250	\$130.00	\$130.00			\$27.26	\$287.26
015454-0000	NORTH LAKE FOODS INC	001	(860) 290-1250	\$270.00	\$270.00			\$34.84	\$574.84
015455-0000	NORTH LAKE FOODS INC (NLF	001	(860) 290-1250	\$306.67	\$306.67			\$29.68	\$643.02
015465-0000	SUSSEX MANAGEMENT LLC	001	(941) 587-9006	\$91.94					\$91.94
015517-0000	SOUTH ORLANDO CHRISTIAN	001	(407) 859-9511	\$205.25					\$205.25
015524-0000 *	HUMAN CRISIS OUTREACH IN	001	(407) 294-4704			\$7.06			\$7.06
015607-0000 *	TERRY DILLARD	001	(407) 616-6662	(\$14.34)					(\$14.34)
015640-0000 *	GMRI, INC BAHAMA BREEZE 3	001	(314) 292-3390	(\$10.00)					(\$10.00)
015646-0000	LA QUINTA CORP (BMT004767	001	() -	\$305.00	\$305.00				\$610.00
015671-0000 *	STUDZ ORLANDO INC	001	(407) 523-8810	\$37.03					\$37.03
015697-0000 *	FIRST CLASS AUTOMOTIVE S/	001	(407) 658-0015	\$5.00	\$5.00	\$5.00	\$5.00	\$265.52	\$285.52
015741-0000	FIRST CHOICE AUTO REPAIRS	001	() -	\$58.08					\$58.08
015751-0000	DUNKIN DONUTS TRI-BRANDS	001	(407) 352-0774	\$278.28					\$278.28
015779-0000	OAKLEAF WASTE MANAGEME	001	(860) 290-1250	\$155.00	\$155.00				\$310.00
015782-0000	NAPA AUTO PARTS	001	(407) 482-5452	\$98.00	(\$97.92)	(\$0.95)			(\$0.87)
015799-0000	SLM WASTE & RECYCLING	001	(215) 258-3822	\$410.00		(\$155.23)			\$254.77
015806-0000	TRINITY DENTAL LAB LLC	001	(407) 830-6336	\$45.39					\$45.39
015819-0000	MACEDO MOTORSPORTS	001	(407) 246-6511	(\$0.70)					(\$0.70)
015861-0000	SOUND MATTERS INC	001	(407) 240-0694	\$58.08	\$14.36				\$72.44
015901-0000 *	HEROES RESTAURANT INC	001	(407) 737-8010					(\$18.54)	(\$18.54)
015910-0000	EWS/ISLAND FOODS #506	001	(225) 767-2239	\$188.10					\$188.10
015956-0001	FORSYTH CENTER	001	(407) 671-3335	\$357.00					\$357.00
015956-0002	CONCORDE PARTNERS	001	(407) 671-3335	\$243.00					\$243.00
			Customer Totals:	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
015965-0000	CV PROS / B&A ENTERPRISES	001	(407) 834-1331	\$67.95					\$67.95
015973-0000	CARMELA'S RESTAURANT/DB	001	(407) 331-6300	\$344.38	\$349.71				\$694.09
015990-0000	RICHTER MANUFACTURING C	001	(407) 855-0641	\$58.08					\$58.08
016031-0000	HIGH SECURITY ALARM SYSTI	001	(407) 521-7200	\$75.01					\$75.01
016062-0000	BEEPERS N PHONES OF ALTA	001	(727) 497-0566	\$56.15					\$56.15
016129-0000	SANG GREENHOUSE	001	(407) 797-9461	\$110.03					\$110.03
016130-0000	TSO VISTA CENTRE LLC	001	(407) 682-2139	\$2,500.50					\$2,500.50
016157-0000	JMT WAREHOUSE LEASING IN	001	(407) 293-3382		\$507.00				\$507.00
016163-0000	SUPERIOR TILE CONCEPTS	001	(407) 294-8453	\$289.03					\$289.03
016186-0000 #	ALLIANCE ALUMINUM	001	(407) 673-7617	\$5.00	\$5.00	\$84.98	\$11.57	\$221.77	\$328.32
016187-0000 *	PYRAMID ENGINEERING	001	(407) 839-8889					\$10.00	\$10.00
016198-0000	PETER BOURGEOIS WOODWC	001	(407) 422-7495	\$106.02	\$101.02	\$166.05			\$373.09
016210-0000 *	LANDRY BURNS	001	(407) 292-3311				(\$92.05)		(\$92.05)
016212-0000	FLORIDA BUILDING MATERIAL	001	(407) 889-4548	\$77.13					\$77.13
016223-0000	LITTLE TIKES CHILDREN'S PA	001	(407) 298-0530	\$171.67	\$109.88				\$281.55
016232-0000	FOUR SEASONS CHINESE RE!	001	(407) 226-1717	\$163.80					\$163.80
016368-0000 *	ALL IMPORTS	001	(407) 345-2484	\$5.00	\$5.00	\$5.00	\$5.00	\$132.97	\$152.97
016400-0000	RAYA'S SERVICE CENTER	001	(407) 733-4576	\$53.85					\$53.85
016406-0000	FERN R E INVESTMENT LLC	001	(407) 339-0125	\$412.62					\$412.62
016412-0000	CHIQUITAS MEXICAN STORE I	001	(407) 654-8000	\$135.13	\$135.13	\$131.36	\$137.35		\$538.97
016432-0000	SANDCOVE BUSINESS CENTE	001	(407) 877-0377	\$225.00					\$225.00

Transactions up to: Feb 20, 2006 Agod as of: Feb 20, 2006
 Customer Range: 1 To 999999

Service Codes: 2 Selected B1, B3
 All Billing Cycles Selected
 Business Codes: 2 Selected AP, OA

(# Indicates No Active Services
 (* Indicates Closed Accounts)

(Numeric Sequence)

Customer/Site	Name	Curr	Telephone	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 120 Days	Total Due
016456-0000	WINDEMERE LAND & TREE SE	001	(407) 877-8806	\$84.53					\$84.53
016467-0000 *	FANCY SUSHI LLC DBA YUMM	001	(407) 737-6010	\$5.00	\$5.00	\$5.00	\$5.00	\$176.05	\$196.05
016523-0000	PARADISE OF FLOWERS	001	(407) 774-1004	\$69.43					\$69.43
016524-0000	WEYAND EAST FOOD SERVI	001	() -	\$633.74					\$633.74
016537-0000 #	MADLINE HARRISON	001	(407) 650-0013	\$74.72	\$74.72	\$75.37	\$70.89	\$70.31	\$366.01
016543-0000 #	AMIGO AUTO SALES	001	(407) 438-1568	\$58.15	\$57.89	\$46.34	\$84.47	\$219.86	\$466.71
016544-0000	VISTA REALTY INVESTMENTS	001	(407) 895-5757	\$130.13					\$130.13
016552-0000	COLLISON CAREY HAND FUNE	001	(407) 877-6700	\$55.97					\$55.97
016553-0000	ALLIED WASTE NASSC-SUBCC	001	(281) 870-7624	\$57.35	\$5.00	\$10.95			\$73.30
016599-0000	PINE HILLS PRESCHOOL	001	(407) 299-5950	(\$0.66)					(\$0.66)
016670-0000	OAKLEAF WASTE MANAGEME	001	(860) 290-1250	\$82.00	\$87.95	\$5.95	\$0.95		\$176.85
016682-0000	ORNAMENTAL HORTICULTURI	001	(407) 886-8660	\$48.56					\$48.56
016685-0000	SUNSHINE STATE BAIL BONDE	001	(407) 999-9011	\$57.02					\$57.02
016699-0000	ZOTZ GARAGE	001	(407) 678-2887	\$60.95					\$60.95
016718-0000 *	NEW ORLEANS PO'BOY AND S	001	(484) 201-6173	\$162.25	\$160.53	\$157.00	\$290.83		\$770.61
016720-0000	PLM TRAILER LEASING	001	(407) 855-0266	\$39.95	\$44.95				\$84.90
016736-0000	PAYLESS AUTO SALES	001	(407) 381-5783	\$55.97					\$55.97
016739-0000	R C FOUR	001	(407) 877-0220	\$83.74					\$83.74
016769-0000	BROTHERS WAFFLES AND WI	001	(407) 522-5508	\$195.44	\$190.44	\$179.06			\$564.94
016771-0000	HOBBY DAYS	001	(407) 920-4724	\$83.18					\$83.18
016779-0000	PLATINUM LANDSCAPING	001	(407) 774-2955	\$45.39					\$45.39
016800-0000	FOREST CITY BEAUTY SUPPLI	001	(321) 231-8257	\$45.39					\$45.39
016801-0000	ROBERT AUTO REPAIRS	001	(407) 297-6220	\$45.39	\$0.39				\$45.78
016807-0000	GARAGE DESIGNWORKS	001	(407) 447-8890	\$51.44					\$51.44
016817-0000 *	CHAMELEON PRODUCTIONS	001	(407) 859-9300		\$352.31				\$352.31
016842-0000	ALUMINUM AND MORE	001	(407) 654-7522	\$181.18					\$181.18
016843-0000 *	ALL FOREIGN CAR PARTS ANI	001	(407) 896-2225	(\$58.81)					(\$58.81)
016845-0000 *	SILK FOR LESS	001	(407) 260-5115		\$53.23				\$53.23
016853-0000	ADVANCED CAR CARE	001	(407) 491-8570	\$111.34					\$111.34
016873-0000	INLAND US MANAGEMENT	001	(407) 671-3695	\$1,026.95					\$1,026.95

Zero Totals Excluded

Grand Totals:

\$95,012.53

(\$3,860.04)

\$6,929.80

\$23,436.72

\$1,297.32

\$122,816.33

% of Totals:

77.36

19.08

(3.14)

1.06

5.84

**SCHEDULE 2
CUSTOMER PREPAYMENTS**

SEE ATTACHED

Onyx Waste Services Southeast, Inc.
 List of Prepaid, Double Paid or Over Paid on FEL Accounts
 As of 02/22/06

<u>Customer #</u>	<u>Name</u>	<u>Amount</u>	
002573-0000	Jerry's Muffler	-63.62	DP
003468-0002	Fiber Unlimited	-108.22	OP
003435-0000	Coinmach	-2.41	OP
010423-0000	Trammell Crow C/O FPL	-0.61	OP
014015-0000	SE Residential Woodland	-1,121.52	DP
014640-0000	Connies Sport Bar	-111.50	DP
014680-0000	Greater Faith AME Zion	-15.84	OP
014717-0000	Susies Pub	-33.50	OP
014769-0000	Kathy's Produce	-22.91	PP
014789-0000	Positive Impressions	-68.00	OP
014860-0000	Sunshine State 7th Day Adv	-38.89	OP
015011-0000	Orange Blossom RV Resort	-281.43	DP
015051-0000	B&T Auto Parts	-68.95	DP
015136-0000	Field's Appliance Service	-117.44	DP
015819-0000	Macedo Motorsports	-0.70	OP
016599-0000	Pine Hills Preschool	-0.66	OP
Total of Accounts		-2,056.20	

DP= Double Payment
OP= Over Payment
PP= Prepayment

SCHEDULE 3
ALLOCATION OF PURCHASE PRICE

Tangibles		
Containers		\$115,000.00
Trucks		\$25,000.00
Intangibles		
Goodwill		\$110,000.00
Non-solicitation agreement		\$50,000.00

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment"), is made as of the 28TH day of February, 2006 by and between Onyx Waste Services Southeast, Inc. ("Assignor"), and DisposAll, Inc. ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement of even date herewith (the "Sale Agreement"), under which, among other things, Assignor sold certain assets to Assignee, and assigned certain waste hauling contracts to Assignee, which waste hauling contracts, Assignee duly assumed (the "Waste Hauling Agreements"); and

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's interest in and to the Waste Hauling Agreements, and Assignee agrees to accept such assignment and assume all obligations of Assignor under the Waste Hauling Agreements from and after the date hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor and Assignee hereby agree as follows:

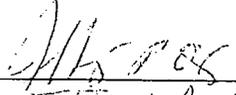
1. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the Waste Hauling Agreements and all of Assignor's rights to any benefits thereunder, subject, however, to obtaining the written consent to such assignment from the Seminole County Board for the Seminole County Waste Hauling Agreement per its terms.

2. Assignee hereby accepts the within assignment and agrees to assume, perform and comply with and to be bound by all of the terms, covenants, agreements, provisions and conditions of the Waste Hauling Agreements to be performed from and after the date hereof.

3. This Assignment and the obligations of Assignor and Assignee hereunder shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, shall be governed by and construed in accordance with the laws of the State of Florida and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith. Assignor and Assignee agree to execute any and all other assignments, documents, certificates and other instruments as may at any time be deemed reasonably necessary to further evidence or consummate this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

**ONYX WASTE SERVICES SOUTHEAST,
INC.**

By: 
Name: John A. [unclear]
Title: Vice President
Date: 2-28-06

DISPOSALL, INC.

By: 
Name: Eugene Calabrese
Title: President
Date: 2-28-06