

(513) 345-5791

April 3, 1998

John Barkett, Esq.
Coll Davidson Carter Smith Salter & Barkett, P.A.
3200 Miami Center
201 South Biscayne Boulevard
Miami, Florida

In re: Skinner Landfill ADR Allocation Supplemental Questions
Our File No. 32192/1003

Dear Mr. Barkett:

The purpose of this supplemental response is to address issues raised at Dick Clarke's deposition on February 19, 1998.

1. Expand interview with Charles L. Lee.

RESPONSE: Charles Lee has been employed by Dick Clarke for approximately twenty-seven (27) years. Mr. Lee indicates that he was the first individual employed by Dick Clarke to ever go to Skinner Landfill for purposes of dumping. Mr. Lee went to the site approximately 20 to 30 times in the late 1980's. Mr. Lee indicates that he took a ticket each time he went into the Skinner Landfill site. He recalls being stopped more than once to see if he had taken a ticket while exiting the landfill. The only customer that Mr. Lee can recall hauling for is the Kenwood Distribution Center at the corner of Kenwood Road and Cornell. Mr. Lee recalls that he hauled non-hazardous, flat roof to the site. Mr. Lee also recalls seeing other users of the site, including: King, Clarke Container, Inc., Whitton Trucking, and Sharonville Municipal. Prior to the late 1980s, Mr. Lee used the Stubbs-Mills, Schlichter, BFI, Gray Road and Hafner Landfills. Mr. Lee recalls that Jean Rogers was the checker at the Stubbs-Mills Landfill. Mr. Lee specifically denies hauling any hazardous materials to the Skinner Landfill site.

2. Review all checks for years 1988 and 1989.

RESPONSE: Charles Lee and Betty Boyers reviewed every check from 1988 and 1989 in order to discovery payments related to the Skinner Landfill site. The checks

LINDHORST & DREIDAME

John Barkett, Esq.
April 3, 1998
Page 2

produced by Dick Clarke represent all of the known checks related to payments to the Skinner Landfill site.

3. Are there any records prior to 1988?

RESPONSE: There are no available records prior to 1988.

4. Did Clarke Services, Inc. have a service agreement?

RESPONSE: Yes. Dick Clarke was able to find a service agreement, original attached. It is of notable interest that the "Terms and Conditions" portion of the contract state:

Customer shall not place any acidic, flammable or other hazardous wastes in the equipment.

The Customer shall not use the equipment for the disposal of any radioactive, volatile, highly flammable, explosive, toxic or illegal materials and the Contractor shall not be responsible for the collection and disposal of same.

5. Are there any available decals?

RESPONSE: Dick Clarke was able to find sample decals, originals attached. It is of notable interest that each container had a decal stating the following:

NO HAZARDOUS SPECIAL OR LIQUID WASTE ACCEPTED

NO CHEMICALS NO DRUMS NO LIQUIDS

6. Who was the checker at the Stubbs-Mills Landfill site?

RESPONSE: Jean Rogers was the checker at the Stubbs-Mills Landfill site when it was owned by Dick Clarke. Ms. Rogers began employment in August of 1982, is employed by BFI, and is still employed as a checker.

LINDHORST & DREIDAME

John Barkett, Esq.
April 3, 1998
Page 3

7. Do you have an explanation for the Skinner Landfill log entry in 1985 related to Clarke Services, Inc.?

RESPONSE: To supplement the deposition testimony of Dick Clarke regarding purchase of materials from Skinner, enclosed are Polaroid photos of plate metal purchased from the site in the mid-'80s. The plate metal remains on the premises of Clarke, Inc.

8. Interview Edwin T. Hoover.

RESPONSE: The interview of Edwin T. Hoover was taken on March 20, 1998. Mr. Hoover resides at 9661 Dixie Highway, Fairhaven, Michigan 48023-2323. Mr. Hoover indicated that he was hired by Thomas Clarke, Sr. in 1966. He operated and maintained incinerators until he left Cincinnati 1972.

Hoover indicated that the Clarkes would not accept or transport any hazardous waste. He indicated that all materials incinerated on Clarke property remained on Clarke property.

Hoover indicated that he would operate a truck "in a pinch." Hoover specifically indicated that he did not transport any hazardous waste. In fact, Hoover indicated that he did not transport any material to the Skinner site. Further, he indicated that, to his knowledge, Dick Clarke "never had a truck on Skinner's property."

Very truly yours,

LINDHORST & DREIDAME

Gary F. Franke

GFF/drl
Enclosures

INITIAL POSITION PAPER OF
CLARKE SERVICES, INC., DICK CLARKE COMPANY
AND CLARKE, INC.

Now come defendants, Clarke Services, Inc., Dick Clarke Company and Clarke, Inc., by and through counsel, and for their Initial Position Paper, state as follows:

Clarke Services, Inc. was incorporated in 1967. Clarke Services, Inc. did not haul hazardous materials and/or municipal solid waste. In February, 1980 Dick Clarke purchased Clarke Services, Inc. Thereafter, Clarke Services, Inc. was sold to Browning-Ferris Industries of Ohio, Inc. on or about March 1, 1984, at which time Dick Clarke executed a non-compete agreement with Browning-Ferris Industries of Ohio, Inc. In the late 1980s, Dick Clarke, as a sole proprietor, transported non-hazardous materials, including trees, shrubs, farm fencing and barn demolition debris. On or about July 26, 1990 Dick Clarke incorporated Clarke, Inc. Clearly, the evidence before the Allocator indicates that Clarke Services, Inc., Dick Clarke Company and Clarke, Inc. are not, and have never been generators and/or transporters of hazardous waste materials and/or a generators or transporters of empty barrels, drums, tanks or other containers.

The evidence before the Allocator also indicates that the "terms and conditions" portion of the service agreements used by the referenced parties state:

Customer shall not place any acidic, flammable or other hazardous wastes in the equipment.

The Customer shall not use the equipment for the disposal of any radioactive, volatile, highly flammable, explosive, toxic or illegal materials and the Contractor shall not be responsible for the collection and disposal of same.

In addition, any and all containers used by the referenced parties had decals stating the following:

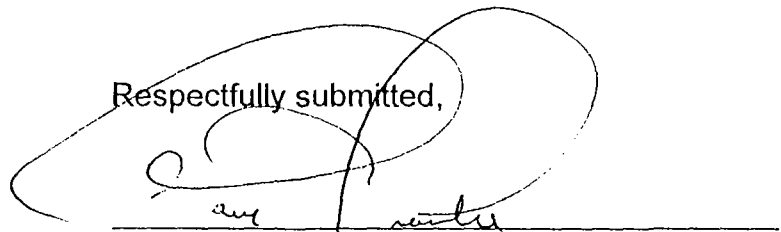
NO HAZARDOUS SPECIAL OR LIQUID WASTE ACCEPTED

NO CHEMICALS NO DRUMS NO LIQUIDS

The overwhelming evidence, including the testimony of Dick Clarke, indicates that Clarke Services, Inc., Dick Clarke Company and Clarke, Inc. should receive a zero (0) share of liability in this matter.

Based on the foregoing, Clarke Services, Inc., Dick Clarke Company and Clarke, Inc. respectfully submit that each should be allocated a zero (0) share of liability in this matter.

Respectfully submitted,

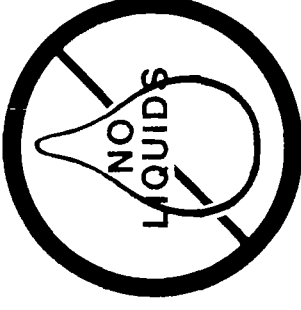
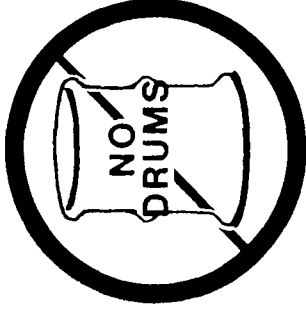
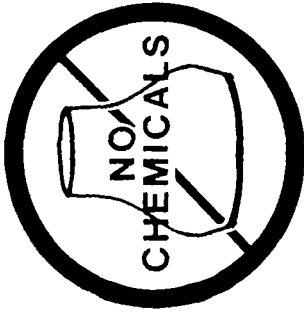


Gary F. Franke
LINDHORST & DREIDAME
312 Walnut Street - Suite 2300
Cincinnati, Ohio 45202-4091
(513) 421-6630

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Initial Position Paper of Clarke Services, Inc., Dick Clarke Company and Clarke, Inc. has been served upon Allocator John M. Barkett, Esq. at Coll Davidson Carter Smith Salter & Barkett, P.A., 3200 Miami Center, 201 South Biscayne Boulevard, Miami, Florida 33180, James Slaughter, Esq., Attorney for Plaintiffs, at Beveridge & Diamond, P.C., 1350 I Street, N.W., Suite 700, Washington, DC

NO HAZARDOUS SPECIAL OR LIQUID WASTE ACCEPTED



DO NOT fill over top of container.

If loading dirt, concrete, gravel or any heavy materials, fill container half full only.

DO NOT force the back door closed. Load back of container after the door is closed.

DO NOT block access to container.

DO NOT burn in this container.

Hauler is not responsible for any damage caused due to the placement of this container.

DO NOT move this container.

TERMS AND CONDITIONS

DEFINITION OF EQUIPMENT. The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste material, stationary compaction units, stationary baling units, waste material loading devices, and such other on-site devices as may be specified on the face of this agreement furnished by the Contractor.

CUSTOMER'S DUTIES AND LIABILITY. The equipment shall be in the possession and control of the Customer and shall not be used by any party other than the Customer.

Customer agrees to hold harmless and indemnify Contractor against all claims, lawsuits and any other liability for injury or death to persons or damage to property arising out of the possession or use of the equipment by the Customer.

Customer shall be responsible for the cleanliness and safekeeping of the equipment.

All equipment furnished by the Contractor for use by the Customer which the Customer has not purchased, shall remain the property of the Contractor and the Customer shall have no right, title or interest in it.

Customer shall not make any alterations or improvements to the equipment without the prior written consent of the Contractor.

Customer shall not overload the equipment, nor use it for incineration purposes, and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear.

Customer shall not place any acidic, flammable or other hazardous wastes in the equipment.

The Customer shall not use the equipment for the disposal of any radioactive, volatile, highly flammable, explosive, toxic or illegal materials and the Contractor shall not be responsible for the collection and disposal of same.

At the end of the term hereof, the Customer shall return the equipment to Contractor in the same condition as delivered, reasonable wear and tear excepted.

PRICE AND PAYMENT. Customer shall pay the Contractor on a monthly basis for the collection and disposal service provided by the Contractor (including all charges for equipment use and maintenance) in accordance with the schedule of charges shown on the previous page.

Payment shall be made by Customer within ten (10) days after receipt of an invoice from the Contractor.

DISPOSAL COST INCREASES. Since sanitary landfill and other disposal charges to which Contractor is subject are a significant cost of the service provided, Contractor may increase the unit price of the collection services provided the Customer as the Contractor may deem advisable.

CHANGES. Changes in the price rates because of frequency of collection service or number, capacity and types of containers may be agreed to, orally or in writing, by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

DRIVEWAYS AND PARKING AREAS. Customer warrants that any right of way provided by Customer from Customer's equipment location to the most convenient public way is sufficient to bear the weight of all of the Contractor's equipment and vehicles reasonably required to perform the service herein contracted. The Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted.

TERM. This agreement shall extend for a minimum period of one (1) year from the beginning date of service and shall be automatically renewed from year to year unless either party shall give written notice of termination to the other at least sixty (60) days prior to the annual termination date. Notice must be sent Certified Mail

ASSIGNMENT AND BENEFIT. This agreement shall be binding on the parties and their successors and assigns.

MISCELLANEOUS. If any conflict or differences exist in this agreement between terms which are printed and those which are typed or written, the typed or written language shall govern.

The Contractor shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires, or acts of god.

Edwin T. Hoover
9661 Dixie Highway
Fair Haven, MI 48023-2323
Tel: (810) 725-2856
E-mail: ethoover@futnet.net

Mr. Gary F. Franke
Lindhorst and Dreidame
312 Walnut Street, Suite 2300
Cincinnati, Ohio 45202-4091

December 22, 1998

Dear Mr. Franke,

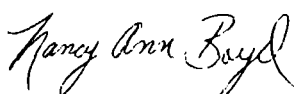
The following information is being forwarded to you in order to respond to the recent request to me for input about the Clarke company's involvement in the delivery of waste products to the Skinner landfill site in West Chester Ohio.

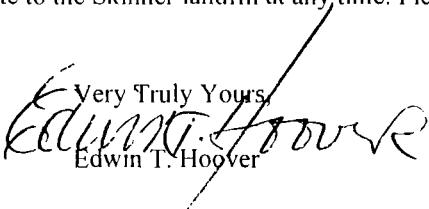
1. I was employed by Clarke for approximately 6 years, beginning in February of 1966, through April of 1972, and performed a variety of services for the company, including truck driver functions, throughout that period of time.
2. I was employed at the beginning of the Clarke business venture, and involved in building the company from its inception. Throughout the six year period of time, I was present at the jobsite, on a daily basis, six days each week, and sometimes on Sunday, from the time business activities commenced at the beginning of each day, until the total close of operations for each respective day. I had perfect attendance throughout the period of employment by Clarke, and was aware of, and helped implement, every operating procedure that was developed and used by the company.
3. Throughout the term of employment, I worked with all of the truck drivers, and all other personnel employed by the company, many times in a supervisory capacity. I believe that I had full knowledge of all of the trucking activity that the company performed. Throughout the term of employment with Clarke, I did not deliver even one load, nor direct any truck driver to deliver even one load to the Skinner Landfill site.
4. Throughout the term of employment with Clarke, I did not haul any hazardous materials at any time.
5. In the course of my duties, I worked with the trucking personnel each day, throughout the day, and monitored their progress of their work, as they performed their trucking activities, and confirmed that each load of waste was delivered to the proper disposal points. I was involved with dispatching activities in an ongoing manner, and to the best of my knowledge, no trucks were ever involved with, or, dispatched, while hauling any type of waste products, to the Skinner Landfill site.

Dick Clarke constantly maintained a rigid policy from the onset of his business not to haul any hazardous materials of any type, including drums, and/or liquid waste products. This policy was strictly enforced and adhered to by all personnel without exception. I was present on a number of occasions, when he was unwilling to accept new business that involved the hauling or disposal of such wastes. Although he was very aware of the business opportunity that was presented by hauling hazardous type wastes, he always declined, while stating that he did not want to take the level of risk that was involved with any dangerous or hazardous type of waste materials..

In conclusion, it is my belief that Clarke's did not contribute waste to the Skinner landfill at any time. Please advise accordingly, in the event I can provide additional information.

ETH
AACLARKE.WPD


NANCY ANN BOYD
Notary Public, Macomb County, MI
My Commission Expires Sept. 25, 2002

Very Truly Yours,

Edwin T. Hoover

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT CINCINNATI, OHIO

THE DOW CHEMICAL COMPANY : CASE NO. C-1-97-0307
et al. :
 : (Judge Weber)
 :
 Plaintiffs, :
 :
 vs. : **AFFIDAVIT OF CHARLES L. LEE**
 :
 ACME WRECKING CO., INC., et al. :
 :
 Defendants :
 :

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Charles L. Lee, upon being duly cautioned and sworn, states that the following facts are true to his personal knowledge:

1. That I have been employed by Dick Clarke for approximately twenty-seven (27) years.
2. That, to the best of my knowledge, I was the first individual employed by Dick Clarke that ever used the Skinner Landfill site.
3. That the first time I used the Skinner Landfill site was in the late 1980s (1988, 1989).
4. That I used the Skinner Landfill site on approximately 20 to 30 occasions, dumping mostly brush, trees, shrubs, stumps, concrete, dirt, fencing, wood shingles.
5. That I took a ticket each and every time I used the Skinner Landfill site; and, in fact, I was stopped more than once for verification while exiting the facility.
6. That I did not haul any hazardous materials to the Skinner Landfill site.

7. That it is, and has always been, Dick Clarke's policy not to haul any hazardous materials of any type, including chemicals, drums, and/or liquids.

8. That, with one exception, I have never hauled hazardous waste for Dick Clarke and am not aware of any circumstance where Dick Clarke permitted hauling of hazardous waste.

9. That the one referenced exception related to roofing material from a Goodyear plant in Dayton, Ohio, wherein the material was "treated as" asbestos roofing and taken to an area south of Chillicothe, Ohio; the material that was "treated as" asbestos roofing and the hauling of said material was regulated by the EPA and manifested.

10. That I and Betty Boyers went through all checks issued in 1988 and 1989 in order to discover checks issued to the Skinner Landfill site.

11. That during the time I used the Skinner Landfill site, I specifically recall seeing trucks from King, Clarke Container, Inc., Whitton Trucking, and Sharonville Municipal.

12. That I have hauled nonhazardous material to other landfills, including Stubbs-Mills, Schlichter, BFI, Gray Road, and Hafner landfills.

FURTHER AFFIANT SAYETH NAUGHT.


CHARLES L. LEE

Sworn to before me and subscribed in my presence this 8 day of January, 1998.


NOTARY PUBLIC



REBECCA A. ECKERLIN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 30, 2003

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

THE DOW CHEMICAL COMPANY : CIVIL ACTION C-1-97-0307
et al. :

Plaintiffs, :

(Judge Weber)

vs. :

ACME WRECKING CO., INC., et al. :

AFFIDAVIT OF PETER SAMSON

Defendants. :

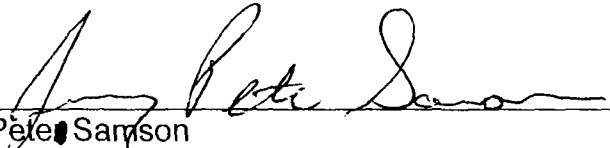
STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

Peter Samson, upon being duly cautioned and sworn, states that the following facts are true to his personal knowledge:

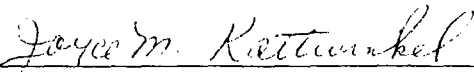
1. That I was employed by Clarke Services, Inc. from February 18, 1978 through March of 1984 as a truck driver.
2. That, during the time that I was employed by Clarke Services, Inc., I did not deliver even one load to the Skinner Landfill site.
3. That, having to monitor a radio on a daily basis and listening to dispatch, to the best of my knowledge, no driver ever delivered to the Skinner Landfill site while I was employed by Clarke Services, Inc.
4. That it is, and always was, Dick Clarke's policy not to haul any hazardous materials of any type, including, drums, and/or liquids.

5. That I did not haul any hazardous materials while employed by Clarke Services, Inc.

FURTHER AFFIANT SAITH NAUGHT.


Peter Samson

Sworn to before me and subscribed in my presence this 10th day of Dec., 1998.


Notary Public

JOYCE M. KATTWINKEL
Notary Public, State of Ohio
My Commission Expires Jan. 29, 1999

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

THE DOW CHEMICAL COMPANY : CIVIL ACTION C-1-97-0307
et al. :
 : (Judge Weber)
 :
 Plaintiffs, :
 :
 vs. :
 :
 ACME WRECKING CO., INC., et al. : **AFFIDAVIT OF CLARENCE COWAN**
 :
 Defendants. :
 :

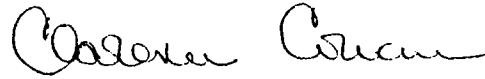
STATE OF OHIO)
)
) ss:
COUNTY OF HAMILTON)

Clarence Cowan, upon being duly cautioned and sworn, states that the following facts are true to his personal knowledge:

1. That I was employed by Clarke Services, Inc. from September, 1973 through March of 1984 as a truck driver.
2. That, during the time that I was employed by Clarke Services, Inc., I did not deliver even one load to the Skinner Landfill site.
3. That, having to monitor a radio on a daily basis and listening to dispatch, to the best of my knowledge, no driver ever delivered to the Skinner Landfill site while I was employed by Clarke Services, Inc.
4. That it is, and always was, Dick Clarke's policy not to haul any hazardous materials of any type, including, drums, and/or liquids.

5. That I did not haul any hazardous materials while employed by Clarke Services, Inc.


FURTHER AFFIANT SAITH NAUGHT.



Clarence Cowan

Sworn to before me and subscribed in my presence this 31ST day of JANUARY, ~~1998~~ ¹⁹⁹⁹.

CARNE ALDINE
Notary Public - State of Ohio
My Commission Expires April 20, 2003



Notary Public

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

THE DOW CHEMICAL COMPANY : CIVIL ACTION C-1-97-0307
et al. :
 : (Judge Weber)
 :
 Plaintiffs, :
 :
 vs. :
 :
 ACME WRECKING CO., INC., et al. : **AFFIDAVIT OF**
 : **RICHARD M. CLARKE, II**
 :
 Defendants. :
 :

STATE OF OHIO)
)
 COUNTY OF HAMILTON) ss:

Richard M. Clarke, II, upon being duly cautioned and sworn, states that the following facts are true to his personal knowledge:

1. That I was employed by Clarke Services, Inc. from 1981 through 1984 as a truck driver.
2. That, during the time that I was employed by Clarke Services, Inc., I did not deliver even one load to the Skinner Landfill site.
3. That, having to monitor a radio on a daily basis and listening to dispatch, to the best of my knowledge, no driver ever delivered to the Skinner Landfill site while I was employed by Clarke Services, Inc.
4. That it is, and always was, Dick Clarke's policy not to haul any hazardous materials of any type, including, drums, and/or liquids.

5. That I did not haul any hazardous materials while employed by Clarke Services, Inc.

FURTHER AFFIANT SAITH NAUGHT.

Richard M. Clarke II

Richard M. Clarke, II

Sworn to before me and subscribed in my presence this 15th ^{Feb.} day of January, 1999.

Deborah A. Eckerlin

Notary Public



DEBORAH A. ECKERLIN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 30, 2003

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

THE DOW CHEMICAL COMPANY : CIVIL ACTION C-1-97-0307
et al. :
 : (Judge Weber)
 :
 Plaintiffs, :
 :
 vs. :
 :
 ACME WRECKING CO., INC., et al. : **AFFIDAVIT OF JOE BOLGER**
 :
 Defendants. :
 :

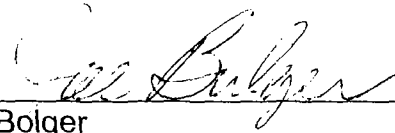
STATE OF OHIO)
)
 COUNTY OF HAMILTON) ss:

Joe Bolger, upon being duly cautioned and sworn, states that the following facts are true to his personal knowledge:

1. That I was employed for approximately nine to twelve months by Dick Clarke Company in 1988 and was the first full-time driver for Dick Clarke Company.
2. That, during the time that I was employed by Dick Clarke Company, I did not deliver even one load to the Skinner Landfill site.
3. That, having to monitor a radio on a daily basis and listening to dispatch, to the best of my knowledge, no employee ever delivered to the Skinner Landfill site while I was employed by Dick Clarke Company.
4. That it is, and always was, Dick Clarke's policy not to haul any hazardous materials of any type, including, drums, and/or liquids.

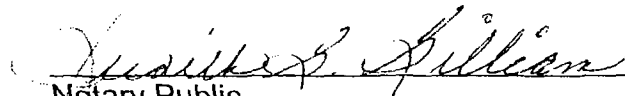
5. That I did not haul any hazardous materials while employed by Dick Clarke Company.

FURTHER AFFIANT SAITH NAUGHT.



Joe Bolger

Sworn to before me and subscribed in my presence this 1 day of Feb, 1998.



Notary Public

*My Commission expired
8-19-2000*

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

THE DOW CHEMICAL COMPANY : CIVIL ACTION C-1-97-0307
et al. :
 : (Judge Weber)
 :
 Plaintiffs, :
 :
 vs. :
 :
 ACME WRECKING CO., INC., et al. : **AFFIDAVIT OF KEN ASHER**
 :
 Defendants. :
 :

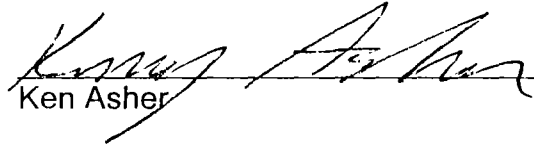
STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

Ken Asher, upon being duly cautioned and sworn, states that the following facts are true to his personal knowledge:

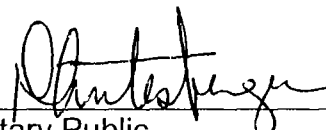
1. That I was employed by Dick Clarke Company for approximately one year in the late '80's (1989) as a truck driver.
2. That, during the time that I was employed by Dick Clarke Company, I delivered less than ten (10) loads to the Skinner Landfill site.
3. That, having to monitor a radio on a daily basis and listening to dispatch, to the best of my knowledge, no other driver delivered to the Skinner Landfill site while I was employed by Dick Clarke Company.
4. That it is, and always was, Dick Clarke's policy not to haul any hazardous materials of any type, including, drums, and/or liquids.

5. That I did not haul any hazardous materials while employed by Dick Clarke Company.

FURTHER AFFIANT SAITH NAUGHT.


Ken Asher

Sworn to before me and subscribed in my presence this 16th day of January, 1999. ^{SA} _{K.A.}


Notary Public
DAWN ANTESBERGER
Notary Public, State of Ohio
My Commission Expires December 18, 1999



Department of State

The State of Ohio

F0597-1897

Sherrod Brown
Secretary of State

364000

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of 013

_____ of:

CLARKE'S SERVICES INCORPORATED

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll F 597 at Frame 1843 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the
City of Columbus, Ohio, this 27TH day of DEC ,

A.D. 19 84 .



Sherrod Brown

Sherrod Brown
Secretary of State

364800

APPROVED

By: AT
Date: 12/27/84
Amount: 35.00

F0597-1848

CERTIFICATE OF DISSOLUTION
BY SHAREHOLDERS OF
CLARKE'S SERVICES INCORPORATED

Richard M. Clarke, President and Phyllis A. Clarke, Secretary of CLARKE'S SERVICES INCORPORATED, an Ohio corporation, Articles of Incorporation which were filed in the office of the Secretary of State on the 28th day of September, 1967, do hereby certify that:

FIRST: The name of the corporation is CLARKE'S SERVICES INCORPORATED.

SECOND: The place where its principal office in Ohio is Cincinnati, Hamilton County.

THIRD: The names, titles and complete post office addresses of its Directors and Officers are:

<u>NAME</u>	<u>TITLE</u>	<u>STREET</u>	<u>CITY AND STATE</u>
Richard M. Clarke	President, Treasurer and Director	9737 Crestfield Drive	West Chester Ohio 45069
Phyllis A. Clarke	Director, Secretary Vice-President	9737 Crestfield Drive	West Chester Ohio 45069

FOURTH: The name and address of the statutory agent is Thomas J. Clarke, 2040 E. Kemper Rd., Cincinnati, Hamilton County, Ohio.

FIFTH: The undersigned have been authorized to execute and file this certificate by a resolution signed by the sole shareholder of said corporation, pursuant to authority of Section 1701.54 of the Ohio Revised Code, declaring that the corporation elects to winds up its affairs and dissolve.

IN WITNESS WHEREOF, said Richard M. Clarke, President and Phyllis A. Clarke Secretary of CLARKE'S SERVICES INCORPORATED, have subscribed their names on this 20th day of December, 1984.

CLARKE'S SERVICES INCORPORATED

BY: Richard M. Clarke
Richard M. Clarke, President

BY: Phyllis A. Clarke
Phyllis A. Clarke, Secretary

F0597-1849

AFFIDAVIT

STATE OF OHIO

SS:

COUNTY OF HAMILTON

Richard M. Clarke, being first duly sworn, deposes and says that he is President of CLARKE'S SERVICES INCORPORATED; that this Affidavit is made in compliance with Section 1701.86 (H)(1) of the Ohio Revised Code; that said corporation has personal property only in Hamilton County; and that the net assets of said corporation are sufficient to pay all personal property taxes accrued to date.

Richard M. Clarke
Richard M. Clarke, President
CLARKE'S SERVICES INCORPORATED

Sworn to and subscribed before me and in my presence this 26th day of December, 1984.

Amy R. Schneider
Notary Public
AMY R. SCHNEIDER, Attorney at Law
Notary Public for the State of Ohio
My Commission Expires 12/31/1989

F0597-1850

AFFIDAVIT

In lieu of dissolution releases from
various governmental authorities
(Section 1701.86 (H)(6) of
The Ohio Revised Code)

The undersigned, being duly sworn, declares that on the dates indicated below, each of the named governmental authorities was advised in writing by:

CLARKE'S SERVICES INCORPORATED

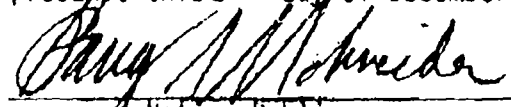
of the scheduled date of filing of the certificate of dissolution and of the acknowledgment by the Corporation of the applicability of the provisions of Section 1701.95 of the Ohio Revised Code.

<u>AUTHORITY</u>	<u>DATE NOTIFIED</u>
1. Ohio Department of Taxation Dissolution Section Box 2476 Columbus, Ohio 43215	12/26/84
2. The Treasurer of each County named below: Hamilton County Treasurer Hamilton County Courthouse Cincinnati, Ohio 45202	12/26/84
3. Ohio Bureau of Employment Services Status & Liability Section 145 South Front Street Columbus, Ohio 43215	12/26/84
4. Ohio Bureau of Workers' Compensation 246 North High Street Columbus, Ohio 43215 Charter #364860 Inc. 9-28-67 Cincinnati, Hamilton Co. Dis: 12-27-84	12/26/84


Richard M. Clarke, President

Richard M. Clarke, 9737 Crestfield Drive, West Chester, OH 45069

Sworn to before me and subscribed in my presence this 26th day of December, 1984.


Notary Public

C-101 Prescribed by Secretary of State—Ted W. Brown.

0323 303

364860

APPROVED FOR FILING

BY: *[Signature]*

Date: 9/28/67

Amount: 50.00

224-26

Articles of Incorporation

— OF —

CLARKE'S SERVICES INCORPORATED

(Name of Corporation)

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be CLARKE'S SERVICES INCORPORATED

SECOND. The place in Ohio where its principal office is to be located is 2040 East Kemper Road, Cincinnati

Hamilton County.

(City, Village or Township)

THIRD. The purposes for which it is formed are:

- A. To engage in the business of hauling, carting and collecting all types and kinds of waste and waste materials.
- B. To buy, sell and salvage, scrap, paper, metals and any other items of value of every kind and description.
- C. To engage in various business undertakings including but not limited to the sale and manufacture of goods and services; investments in stocks, bonds and real estate or other commercial ventures; joint enterprises and commercial developments with other business entities; and any other types of commercial ventures for profit.

The corporation reserves the right, at any time and from time to time, substantially to change its purposes, in the manner now or hereafter permitted by statute. Any change of the purposes of the corporation, authorized or approved by the holders of shares entitling them to exercise the proportion of the voting power of the corporation now or hereafter required by statute, shall be binding and conclusive upon every shareholder of the corporation as fully as if such shareholder had voted therefor; and no shareholder, notwithstanding that he may have voted against such change of purposes or may have objected in writing thereto, shall be entitled to payment of the fair cash value of his shares.

B523 304

FOURTH. The number of shares which the corporation is authorized to have outstanding is
Five Hundred (500) shares which shall be classified as No Par
Value Common Shares.

FIFTH. The amount of stated capital with which the corporation shall begin business is
Five Hundred _____ Dollars (\$ 500.00).

IN WITNESS WHEREOF, We have hereunto subscribed our names, this 18th day
of September, 19 67

CLARKE'S SERVICES INCORPORATED
(Name of Corporation)
Norman I. Barron
Norman I. Barron
Kyle F. Brooks
Kyle F. Brooks
Jeffrey A. Burdall
Jeffrey A. Burdall
(INCORPORATORS' NAMES SHOULD BE TYPED OR PRINTED BENEATH SIGNATURES)

N. B. Articles will be returned unless accompanied by form designating statutory agent. See Section 1701.07, Revised Code of Ohio.

00914-0028

KM
7/30/90
\$75.00

ARTICLES OF INCORPORATION
OF
CLARKE, INC.

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation for profit under Revised Code Section 1701.01, et seq., do hereby certify:

FIRST: The name of said corporation shall be CLARKE, INC.

SECOND: The place in Ohio where its principal office is to be located is West Chester, Butler County, Ohio.

THIRD: The corporation is formed for the purpose of engaging in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code.

FOURTH: The number of shares of stock which the said corporation is authorized to have outstanding is seven hundred fifty (750), all of which shall be without par value.

FIFTH: The corporation, through its Board of Directors, shall have the right and power to repurchase any of its outstanding shares at such price and upon such terms as may be agreed upon between the corporation and the selling shareholder or shareholders.

SIXTH: The amount of stated capital with which the corporation shall begin business is Five Hundred (\$500.00) Dollars.

G0914-0029

IN WITNESS WHEREOF, we have hereunto subscribed our names this
26th day of July, 1990.

CLARKE, INC.


RICHARD M. SCHWARTZ


LINDA B. WOODROW

NONCOMPETE AGREEMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, paid by Browning-Ferris Industries of Ohio, Inc. (the "Buyer") to Clarke Services, Inc. (the "Seller") and Dick Clarke (the "Stockholder"), and in consideration of the sale of assets by Seller to Buyer as set forth in an Assignment and Bill of Sale dated March /, 1984, and the sale of assets by Landfill, Inc. to Buyer as set forth in a Contract to Purchase dated March /, 1984, Seller and Stockholder hereby covenant and agree as follows:

Seller and Stockholder for a period of five (5) years after the date of this instrument, will not, within (a) the area of the corporate limits of West Chester, Ohio; (b) the area within the County of Butler, Ohio and (c) the area within a one hundred (100) mile radius of the current principal place of business of the Seller, as principal, agent, trustee or through the agency of any corporation, partnership, association or agent or agency, engage directly or indirectly in any business of (i) collection, recovery, processing, recycling or disposal of rubbish, garbage, chemical waste or liquid waste, (ii) removal, cleaning or replacement of processing catalysts for industrial customers, engaging in chemical and high-pressure water cleaning of industrial process equipment, or formulating and marketing special purpose cleaning chemicals, and shall not be the owner of more than one (1%) percent of the outstanding capital stock of any corporation [other than Browning-Ferris Industries, Inc., a Delaware corporation ("Browning-Ferris")], or an officer, director or employee of any corporation (other than Browning-Ferris or a corporation affiliated with Browning-Ferris), or a member or employee of any partnership, or an owner, agent, consultant, distributor, dealer, contractor, broker or employee of any other business which conducts a business described in

Subsections (i) and (ii) above, within each or any of the areas described in subparagraphs (a), (b), and (c) above.

Seller and Stockholder for a period of three (3) years after the date of this instrument will not, within (a) the area of the corporate limits of West Chester, Ohio; (b) the area within the County of Butler, Ohio and (c) the area within a one hundred (100) mile radius of the current principal place of business of the Seller, as principal, agent, trustee or through the agency of any corporation, partnership, association or agent or agency, engage directly or indirectly in any business of collection, recovery, processing, recycling or disposal of paper waste or textile waste, and shall not be the owner of more than one (1%) percent of the outstanding capital stock of any corporation [other than Browning-Ferris Industries, Inc., a Delaware corporation ("Browning-Ferris")], or an officer, director or employee of any corporation (other than Browning-Ferris or a corporation affiliated with Browning-Ferris), or a member or employee of any partnership, or an owner, agent, consultant, distributor, dealer, contractor, broker or employee of any other business which conducts a business as set forth herein, within each or any of the areas described in subparagraphs (a), (b), and (c) above.

In the event that the provisions of this Noncompete Agreement should ever be deemed to exceed the time or geographic limitations permitted by the applicable laws, then such provisions shall be and are hereby reformed to the maximum time or geographic limitations permitted by the applicable laws.

This Noncompete Agreement shall be null and void in the event of any breach by Buyer in the Assignment and Bill of Sale dated March / , 1984 or in the Contract to Purchase dated March / , 1984.

Notwithstanding anything contained in this Noncompete Agreement to the contrary, this Noncompete Agreement shall not apply to the operation of the current landfill by Landfill, Inc.

Seller and Stockholder agree that no part of the Purchase Price provided in the Assignment and Bill of Sale dated March / , 1984, or in the Contract to Purchase dated March / , 1984, shall be allocated to this Noncompete Agreement for federal income tax purposes.

Dated: *March 1* , 1984

SELLER:

BY: *[Signature]*, Pres.

ATTEST:

[Signature]

STOCKHOLDER:

[Signature]

THIS AGREEMENT made this 2nd day of February, 1980, between CLARKE SERVICES, INC., an Ohio corporation, (hereinafter referred to as "the Corporation") and THOMAS J. CLARKE, SR. and MARGARET CLARKE (hereinafter referred to as "the Sellers"). The corporation and the Sellers are hereinafter referred to collectively as "the Parties".

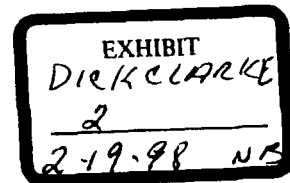
1. Sale and Purchase of Shares. The Sellers shall sell to the Corporation and the Corporation shall purchase from the Sellers all shares of common stock in the Corporation which they currently own. The number of shares which Sellers own are as follows:

- (a) Thomas Clarke, Sr. - 18 shares
- (b) Margaret Clarke - 35 shares

2. Purchase Price. The total purchase price for the Sellers' shares shall be Two Hundred Sixty Thousand Dollars (\$260,000.00). The Corporation shall on date of Closing execute and deliver to Sellers promissory notes totalling Two Hundred Sixty Thousand Dollars (\$260,000.00); the amount of each note to be proportionate to the individual's interest in the total number of shares which are the subject of this transaction. The notes shall provide for ten (10) equal annual installments of principal and interest commencing within one (1) year after date of Closing. The notes shall provide for the payment of interest at the rate of six and one-half (6-1/2%) per annum on the outstanding balances of such notes. The notes shall also contain a customary acceleration of maturity clause in the event of default in any installment of principal or interest, and reserving to the Corporation the right to prepay at any time, without penalty, all or any part of the principal.

3. Representations of Sellers. The Sellers, jointly and severally, represent and warrant that:

(a) Organization, Standing and Qualification. CLARKE SERVICES, INC. is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has all requisite corporate power and authority



lease and operate its assets and properties as and in the places where its business is now conducted and its assets are now owned, leased or operated.

(b) Capitalization. The authorized capital stock of the Corporation consists of Five Hundred (500) shares of Common stock, without par value, of which One Hundred (100) shares have been duly authorized, validly issued, are presently outstanding, are fully paid and nonassessable, and Fifty-Three (53) of which shares (constituting the "Shares" hereunder) are owned of record and beneficially by the Sellers free and clear of all claims or agreements or arrangements of any character or nature whatsoever.

(c) Authority. The Corporation has full corporate power and authority to enter into this Agreement and to consummate the respective transactions required of the Corporation and contemplated hereby. All proceedings required to be taken by the Corporation to authorize the execution, delivery and performance of this Agreement have been properly taken and no shareholder consent is required to consummate the transactions required of the Corporation as contemplated hereby other than the consent of the individual Sellers which has been duly obtained and remains in full force and effect as of the date hereof.

(d) Cash Balance. As of the date of Closing, the Corporation shall have a cash balance in the amount of at least Two Hundred Fifty Thousand Dollars (\$250,000.00) after the payment of all expenses incurred in the ordinary course of business that THOMAS J. CLARKE, SR. has knowledge of.

(e) No Additional Liabilities. To the best knowledge of the Sellers and the Corporation, at September 30, 1979, the Corporation has no liability, absolute or contingent which has not been disclosed to Richard E. Clarke other than those incurred in the ordinary course of business. Since September 30, 1979, the Corporation has incurred no indebtedness or contingent liability other than in the ordinary course of business.

(f) Lawsuits. To the best knowledge of the Sellers and the Corporation, there is no action, suit, arbitration, governmental investigation, or other legal or administrative proceeding pending or threatened against the

any governmental officer or agency or arbitration tribunal except for one (1) lawsuit for an accident which occurred in West Chester, Ohio.

(g) Tax Returns. The Corporation has filed with all appropriate governmental agencies, all federal tax returns and reports, all state and local tax returns and reports with respect to income and sales taxes and all other tax returns and reports the filing of which is necessary for the conduct of the business of the Corporation for the periods covered thereby. All federal, state and local taxes, assessments, interest, penalties or deficiencies, fees and other governmental charges or impositions called for by the Tax Returns, or claimed to be due by any taxing authority upon the Corporation or upon or measured by their properties or assets or income (the "Taxes") have been properly paid. The Corporation has not received any notice of deficiency or assessment or proposed deficiency or assessment by the Internal Revenue Service or any other taxing authority in connection with any Tax Returns which remain unresolved.

(h) Employee Benefit Plans. Schedule A attached hereto contains a list of each employee benefit plan (pension, profit-sharing or otherwise) maintained by the Corporation for any of its employees.

(i) Books and Records. The books and records of the Corporation fairly reflect the transactions on a cash basis to which the Corporation is or was a party or by which its properties are or were bound, and such books and records are complete and correct and have been properly kept and maintained in accordance with the cash basis method of accounting consistently applied.

(j) Disclosure. To the best of Sellers' knowledge this Agreement does not contain any untrue statement of a material fact nor omit to state material facts necessary to make the statements contained herein not misleading.

(k) Compliance with Laws. To the best knowledge of Sellers and the Corporation, the Corporation has complied in all material respects with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, environmental protection, occupational safety and health and equal employment opportunity. There is no license, certificate of occupancy

the business of the Corporation as presently conducted. All permits, licenses and other governmental authorizations and approvals necessary for the conduct of the business of the Corporation have been duly obtained and are in full force and effect, and there are no proceedings pending or threatened which may result in the revocation, cancellation or suspension, or any materially adverse modification thereof.

4. Limitation of Sellers' Liability. Notwithstanding the above-enumerated warranties, the Parties agree that the Corporation shall assume the first Five Thousand Dollars (\$5,000.00) of liability arising from any act or omission which violates Sellers' warranties. Should the liability of the Corporation exceed Five Thousand Dollars (\$5,000.00) as a result of any act or omission which violates Sellers' warranty, then the Sellers, jointly and severally, shall indemnify the Corporation for fifty-three percent (53%) of such resulting loss up to a total aggregate indemnity of Twenty-five Thousand Dollars (\$25,000.00) by Sellers. There shall be no liability of Sellers for the breach of any warranty of which Richard Clarke, Sr. had actual knowledge as of the date of Closing.

5. Representations of the Corporation. The Corporation represents and warrants as follows:

(a) The Corporation is authorized to and may lawfully acquire the shares of the Sellers as set forth in Paragraph 1. It may lawfully undertake the obligations assumed by it hereunder and may validly issue the promissory notes as set forth in Paragraph 2, and when issued such notes will constitute valid, binding, and enforceable obligations in accordance with their respective terms.

(b) The Corporation shall maintain a policy of life insurance upon the life of RICHARD CLARKE in an amount equal to the principal amount of the promissory notes due at any time to Sellers. The beneficiaries of such policy of life insurance shall be the Sellers as their interest appear in such promissory notes.

(who will execute this Agreement for the purpose of this provision only) will not transfer, issue or assign shares of the Corporation to any other persons until such time as the obligations of the Corporation to the Sellers are fully paid, except that the following transfer and/or assignments shall be permitted:

- (i) shares of stock may be pledged as security for a loan from a recognized financial institution, and
- (ii) Richard Clarke, Sr. and Richard Clarke, Jr. shall have the right to transfer or assign shares of stock to each other.

6. Resignation of Sellers. At the closing the Sellers will deliver to the Corporation their written resignations as Officers and Directors of the Corporation which shall be stated to be effective as of the date of delivery.

7. Closing. The Closing under this Agreement shall take place at 2:00 P.M. on the 21st day of February, 1980, at the office of Schwartz, Manes & Ruby Co., L.P.A., or at such other time, date and place as the Parties may mutually agree.

9. Notices. Any notice or other communication required or permitted to be given to any of the Parties to this Agreement shall be deemed duly given if delivered to the Party personally or to the duly authorized agent of the Party or sent to the Party by registered or certified mail.

10. Miscellaneous.

(a) This Agreement may be modified only in writing signed by the Party against whom the modification is sought to be enforced.

(b) All representations and warranties made herein shall survive the execution of this Agreement.

(c) Any controversy arising under this Agreement shall be governed by the laws of the State of Ohio.

11. Benefit. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective personal representatives, successors, and assigns.

Agreement in one or more counterparts each of which shall be deemed an original.

WITNESSES:

[Handwritten Signature]
William J. Clarke

[Handwritten Signature]
William J. Clarke

CLARKE SERVICES, INC.

by Thomas Clarke
President

by [Handwritten Signature]
Secretary

SELLERS:

Thomas J. Clarke, Sr.
Thomas J. Clarke, Sr.

[Handwritten Signature]
Margaret Clarke

Special Signature

Richard M. Clarke
Richard E. Clarke, Jr.

ASSIGNMENT AND BILL OF SALE

STATE OF OHIO

COUNTY OF HAMILTON

KNOW ALL MEN BY THESE PRESENTS:

THAT Clarke Services, Inc. (the "Seller"), a corporation organized and existing under the laws of the State of Ohio, having its principal place of business at 9740 Cincinnati-Dayton Road, West Chester, Ohio 45069, joined herein by Dick Clarke (hereinafter referred to as the "Stockholder") being the Sole Stockholder of Seller, for and in consideration of the sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00), paid in cash to Seller upon execution and delivery of this Assignment and Bill of Sale and other good and valuable considerations to Seller in hand paid by Browning-ferris Industries of Ohio, Inc., a Delaware corporation (the "Buyer"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has bargained and sold, and by these presents does GRANT, SELL, ASSIGN, TRANSFER and CONVEY unto Buyer, its successors and assigns, the following personal property (whether affixed or attached to real property or not) and contractual rights previously and presently being employed in the conduct of Seller's solid waste collection and disposal business in and around West Chester, Ohio including:

- A. Those certain motor vehicles and materials handling equipment owned by Seller and heretofore employed by Seller in the conduct of Seller's business in and around West Chester, Ohio all as more particularly described and set forth on Exhibit "A", attached hereto and incorporated herein by reference;
- B. Telephone number (513)779-2000, which Seller represents to have been listed in its name and exclusively used by Seller in the conduct of its solid waste collection and disposal business, Buyer to assume and be obligated to pay for all charges for the use of said number after notice

EXHIBIT
 DICK CLARKE
 3
 2-19-98 N/S

of the assignment of said number to Buyer has been given to and accepted in writing by the telephone company, and said number has been effectively transferred into the name and exclusive use of Buyer; and said number shall be transferred back to Seller and/or Stockholder, when Buyer ceases to use said telephone number, but no later than one (1) year from the date hereof.

- C. Contractual rights and powers of Seller with third parties relating to the conduct of Seller's solid waste collection and disposal business in and around West Chester, Ohio, including, but not limited to, contracts, leases or permits (copies of which are to be attached to this Assignment and Bill of Sale) in effect between Seller and third parties used in connection with the solid waste collection and disposal services of Seller, all as more particularly described and set forth on Exhibit "8", attached hereto and incorporated herein by this reference;
- D. The purchase price shall be allocated to each asset being sold hereunder as specified in Exhibit "C" attached hereto and incorporated herein by reference. The parties recognize and agree that such allocations are to be used by the parties for federal income tax purposes.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns forever.

I

For the express purpose and with the intent of inducing Buyer to purchase the property set forth and described in this instrument and exhibits attached hereto, knowing full well that Buyer will rely upon the same and pay a good and valuable consideration therefor, Seller and Stockholder hereby make the following warranties, covenants, representations and indemnifications (all of which warranties, covenants, representations and indemnifications are joint and several) to Buyer, all of which are intended to survive any examinations or inquiries by Buyer and the sale and delivery of the property and the payment of the consideration therefor for a period of three (3) years from the date of this Assignment and Bill of Sale:

- A. There is no legal impairment which would prevent Seller from selling, conveying, assigning, and transferring the property provided for herein to Buyer; and Seller is not engaged in and, to the best of its knowledge and belief, is not threatened with any litigation or governmental or other proceeding which may give rise to any claim against the property hereby sold;

- B. Seller has good and marketable title to all of the property hereby sold, subject to no existing mortgage, pledge, lien, security, interest, conditional sale, or other title retention agreement, lease, encumbrance, restriction, due and unpaid taxes, or charge whatsoever;
- C. Seller has complied with all applicable federal and state laws relating to the employment of labor, including the provisions thereof relating to wages, hours, collective bargaining, pension plans and the payment of social security and similar taxes, and is not liable for any arrearages of wages or any tax or penalty for failure to comply with any of the foregoing; there are no material controversies pending or to the best of Seller's and Stockholder's knowledge and belief, threatened between Seller and its employees or other parties which may affect the property hereby sold; Seller is not a party to any collective bargaining agreement, employment contract or severance pay obligation, and is not obligated under any law to recognize or negotiate with any collective bargaining representative or their employees;
- D. No consent or approval of or notice to or other action by any governmental body or agency or any other person or party is required in connection with the execution of this Assignment and Bill of Sale; no governmental franchises, license, consent or permits are required in connection with the property transferred hereby to Buyer, except such as may be required by health, safety, fire, revenue, or building acts or ordinances;
- E. Seller and Stockholder covenant and agree that they will warrant and defend the title to the property hereby sold to Buyer, its successors and assigns, against the lawful claims, demands and charges of all persons whomsoever; Seller and Stockholder hereby additionally promise and agree to defend, indemnify and save Buyer harmless from any and all losses and expenses which Buyer sustains as a consequence of being asked to make good upon, or having to defend against a claim or demand, whether valid or not, which asserts any alleged violations of those laws, commonly referred to as "bulk sales laws" or relates to or arising from a responsibility, indebtedness, obligation or commitment of Seller, or arising out of the breach of any warranty or covenant made by Seller and Stockholder in this instrument, or because of any misrepresentation, whether intentional or otherwise, made by them in this instrument;
- F. Seller agrees to execute and deliver to Buyer, from time to time, such further and particular assignments, consents, or other instruments in writing as Buyer may request as appropriate or desirable to confirm its title in and to any and all of the property hereby sold, conveyed and assigned to Buyer;
- G. Seller agrees to pay all taxes, including any applicable sales or use tax (regardless of whether or not such taxes are actually levied or assessed against the Buyer) or any other charges whatsoever which may be imposed upon or assessed against the sale or transfer of the property thereby sold and conveyed to Buyer, except Buyer shall pay any and all sales and transfer taxes relating to the registration of any vehicles or equipment to Buyer's name.

- H. The Board of Directors of the Seller and the Stockholder have approved and authorized the execution, delivery and performance of this Assignment and Bill of Sale by Seller; and
- I. Seller and Stockholder shall indemnify and hold Buyer harmless from and against any and all claims, demands, suits, damages, obligations, liabilities, or expenses in respect of or arising out of the property hereby sold insofar as such negligence, obligation or liability shall be in respect of any period of time prior to Buyer taking actual physical possession of said property.
- J. Buyer shall indemnify and hold Seller and Stockholder harmless from and against any and all claims, demands, suits, damages, obligations, liabilities, or expenses in respect of or arising out of the property hereby sold insofar as such negligence, obligation or liability shall be in respect of any period of time after Buyer's taking actual physical possession of said property.

II

Nothing in this Assignment and Bill of Sale shall in any way obligate Buyer for any liabilities or obligations of Seller except for those specifically scheduled and attached hereto and specifically agreed to be assumed by Buyer.

III

In the event Buyer does not close according to a Contract to Purchase between Seller and Buyer dated March / , 1984, for any reason due to the fault of Buyer, then, in such case, such failure to close shall be deemed a breach of this Assignment and Bill of Sale by Buyer. In such event, Buyer shall immediately return to Seller all the assets set forth on Exhibit "A", in the same condition as of the date of this Assignment and Bill of Sale, or at the option of Buyer, shall pay to Seller the then current replacement cost of any asset set forth on Exhibit "A" not returned to Seller. In addition, Seller shall retain the One Million Three Hundred Thousand (\$1,300,000.00) Dollars paid by Buyer to Seller under this Assignment and Bill of Sale as liquidated damages for the breach of this Assignment and Bill of Sale.

IN WITNESS WHEREOF, Seller and Stockholder have hereunto affixed their hands

and seals this ^{1st} day of March, 1984.

BUYER:

By Jim Cosman
Vice President

ATTEST: [Signature]

WITNESS:

Tim Lobstein

[Signature]

SELLER:

By Rich Clarke, Pres.

ATTEST: [Signature]

STOCKHOLDER:

Rich Clarke, Pres

THE STATE OF OHIO

COUNTY OF HAMILTON

BEFORE ME, the undersigned authority, on this day personally appeared Dick Clarke, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 1st day of March, 1984.

Dennis L. Manes
Notary Public in and for
Hamilton County, Ohio

DENNIS L. MANES, Attorney at Law
NOTARY PUBLIC IN AND FOR OHIO
My Commission Expires 03/31/1985
Date of Appointment 03/31/1984

THE STATE OF OHIO

COUNTY OF HAMILTON

BEFORE ME, the undersigned authority, on this day personally appeared Dick Clarke, known to me to be the person whose name is subscribed to the foregoing instrument as President of Clarke Services, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 1st day of March, 1984.

Dennis L. Manes
Notary Public in and for
Hamilton County

THE STATE OF OHIO

COUNTY OF HAMILTON

BEFORE ME, the undersigned authority, on this day personally appeared Jim Cosmon, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Browning-Ferris Industries of Ohio, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 1st day of March, 1984.

Dennis L. Manes
Notary Public in and for
Hamilton County

DENNIS L. MANES, Attorney at Law
NOTARY PUBLIC IN AND FOR OHIO
My Commission Expires 03/31/1985
Date of Appointment 03/31/1984

EXHIBIT "A-1"

DINOSAURS

<u>Truck #</u>	<u>Year</u>	<u>Make</u>	<u>Serial #</u>
10	1974	Kenworth	300734
12	1980	Mack Dino	DM 685 E 47135
13	1977	CCC	2430
14	1973	Mack - or proceeds if sold	DM 685 S 15915
15	1973	Mack - or proceeds if sold	DM 685 S 13931
16	1980	Mack	DM 611 S 6880
17	1975	Kenworth	300665
19	1980	Mack (not licensed)	DM 685 S 44663

FRONT LOADERS

30	1971	International	49924	31 yard
31	1973	Kenworth	300238	31 yard
32	1975	Peterbuilt	75006 M	44 yard
33	1977	CCC	23268	34 yard
34	1977	CCC	24031	41 yard
35	1978	Mack	MB 685 S 6279	44 yard
36	1980	Mack plus insurance proceeds	MB 685 S 1854	44 yard
37	1980	Mack (not licensed)	MR 685 S 3109	41 yard
	1984	White (not in service)	1WXDCHJD2EN063051	

PICK-UPS & SMALL SERVICE TRUCKS

1	1974	GMC Pick-up	TCY 243 F 700122
2	1973	Chevrolet Tool Body	CE 330 F 171103
9	1975	Chevrolet Tire Truck	CCQ 145F331230

DUMP TRUCKS

	1973	Ford	F50CCQ80953 T47
	1968	International E & E	416 070H 786 336
	1968	International - yellow	416 060H 774 546
	1965	GMC	LV 400 9G 5036E

REAR LOADERS

	1976	International	D10445FCA 22136
	1974	International	22795DCA20838
	1965	Chevrolet	TE638P 102172
	1965	Ford parts	C7 KU 708 870

By signing this Exhibit, Buyer accepts all of the above listed items in an "as is condition" and Buyer hereby waives any and all claims concerning the condition of said items.

SIGNED FOR IDENTIFICATION:

Jim Casman
[Signature]
[Signature]

EXHIBIT "A-2"

TRAILERS

<u>Year</u>	<u>Make</u>	<u>Serial #</u>
1964	Monon Flat	1163
1964	Davis Dump	TJD 226414

TRACTORS

1973	Mack parts	R685 ST 36350
1973	Mack (Red)	R685 ST 36392
1966	Mack	MB 605 T 1443
1959	White	9000 TD 499 302

MISC

1973	International (gas)	156820G328464
1962	Ford (old) parts	T8 5HU 280 617
1965	Mack (77 kit)	861SX52982
1971	GMC (parts)	WM 132 189 598
1974	Peterbilt (parts)	61554 M
1971	GMC (parts)	WW 70AZ128179

By signing this Exhibit, Buyer accepts all of the above listed items in an "as is condition" and Buyer hereby waives any and all claims concerning the condition of said items.

SIGNED FOR IDENTIFICATION

Jim Cosman
Wendy Clarke

SCHEDULE OF EQUIPMENT

EXHIBIT "A-3"

DESCRIPTION

2 yds - 310
3 yds - 132
4 yds - 214
6 yds. - 429
8 yds - 177
39 various size compactor boxes
78 various size open top containers
11 - stationary packers

By signing this Exhibit, Buyer accepts all of the above listed items in an "as is condition" and Buyer hereby waives any and all claims concerning the condition of said items.

SIGNED FOR IDENTIFICATION:

Jim Cosman
Wish Clark

SCHEDULE OF CONTRACTUAL RIGHTS AND POWERS

EXHIBIT "B"

DESCRIPTION - LEASES

None

DESCRIPTION - PERMITS

None

DESCRIPTION - CONTRACTUAL RIGHTS AND POWERS INCLUDING CONTRACTS (ORAL OR WRITTEN) WITH CUSTOMERS

Seller shall provide Buyer with all outstanding purchase orders, customer contracts and copies of ledger cards on the signing of this Assignment and Bill of Sale

SIGNED FOR IDENTIFICATION:

Jim Gosman
Dick Clarke

SCHEDULE OF EQUIPMENT

EXHIBIT "C"

To Assignment and Bill of Sale from Clarke Services, Inc. to Browning-Ferris Industries of Ohio, Inc.

<u>DESCRIPTION</u>	<u>TOTAL PRICE</u>
Equipment set forth on Exhibit "A"	\$575,000.00
Customer List	\$725,000.00

Total Schedule \$1,300,000.00

SIGNED FOR IDENTIFICATION:

Jim Losman
Walter Clarke

F0597-1850

AFFIDAVIT

In lieu of dissolution releases from various governmental authorities (Section 1701.86 (H)(6) of The Ohio Revised Code)

The undersigned, being duly sworn, declares that on the dates indicated below, each of the named governmental authorities was advised in writing by:

CLARKE'S SERVICES INCORPORATED

of the scheduled date of filing of the certificate of dissolution and of the acknowledgment by the Corporation of the applicability of the provisions of Section 1701.95 of the Ohio Revised Code.

<u>AUTHORITY</u>	<u>DATE NOTIFIED</u>
1. Ohio Department of Taxation Dissolution Section Box 2476 Columbus, Ohio 43215	12/26/84
2. The Treasurer of each County named below: Hamilton County Treasurer Hamilton County Courthouse Cincinnati, Ohio 45202	12/26/84
3. Ohio Bureau of Employment Services Status & Liability Section 145 South Front Street Columbus, Ohio 43215	12/26/84
4. Ohio Bureau of Workers' Compensation 246 North High Street Columbus, Ohio 43215 Charter #364860 Inc. 9-28-67 Cincinnati, Hamilton Co. Dis: 12-27-84	12/26/84

Richard M. Clarke
Richard M. Clarke, President

Richard M. Clarke, 9737 Crestfield Drive, West Chester, OH 45069

Sworn to before me and subscribed in my presence this 24 day of December, 1984.

Barry M. Schneider
Notary Public

Barry M. Schneider, Attorney at Law
Notary Public - State of Ohio
My Commission Expires 12/31/88
Sec. Section 2722.02 O.R.C.

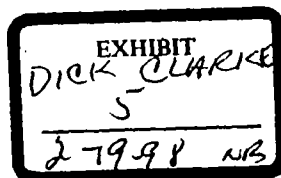
EXHIBIT
DICK CLARKE
4
2-19-98 NB

NONCOMPETE AGREEMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, paid by Browning-Ferris Industries of Ohio, Inc. (the "Buyer") to Clarke Services, Inc. (the "Seller") and Dick Clarke (the "Stockholder"), and in consideration of the sale of assets by Seller to Buyer as set forth in an Assignment and Bill of Sale dated March /, 1984, and the sale of assets by Landfill, Inc. to Buyer as set forth in a Contract to Purchase dated March /, 1984, Seller and Stockholder hereby covenant and agree as follows:

Seller and Stockholder for a period of five (5) years after the date of this instrument, will not, within (a) the area of the corporate limits of West Chester, Ohio; (b) the area within the County of Butler, Ohio and (c) the area within a one hundred (100) mile radius of the current principal place of business of the Seller, as principal, agent, trustee or through the agency of any corporation, partnership, association or agent or agency, engage directly or indirectly in any business of (i) collection, recovery, processing, recycling or disposal of rubbish, garbage, chemical waste or liquid waste, (ii) removal, cleaning or replacement of processing catalysts for industrial customers, engaging in chemical and high-pressure water cleaning of industrial process equipment, or formulating and marketing special purpose cleaning chemicals, and shall not be the owner of more than one (1%) percent of the outstanding capital stock of any corporation [other than Browning-Ferris Industries, Inc., a Delaware corporation ("Browning-Ferris")], or an officer, director or employee of any corporation (other than Browning-Ferris or a corporation affiliated with Browning-Ferris), or a member or employee of any partnership, or an owner, agent, consultant, distributor, dealer, contractor, broker or employee of any other business which conducts a business described in

-1-



Subsections (i) and (ii) above, within each or any of the areas described in subparagraphs (a), (b), and (c) above.

Seller and Stockholder for a period of three (3) years after the date of this instrument will not, within (a) the area of the corporate limits of West Chester, Ohio; (b) the area within the County of Butler, Ohio and (c) the area within a one hundred (100) mile radius of the current principal place of business of the Seller, as principal, agent, trustee or through the agency of any corporation, partnership, association or agent or agency, engage directly or indirectly in any business of collection, recovery, processing, recycling or disposal of paper waste or textile waste, and shall not be the owner of more than one (1%) percent of the outstanding capital stock of any corporation [other than Browning-Ferris Industries, Inc., a Delaware corporation ("Browning-Ferris")], or an officer, director or employee of any corporation (other than Browning-Ferris or a corporation affiliated with Browning-Ferris), or a member or employee of any partnership, or an owner, agent, consultant, distributor, dealer, contractor, broker or employee of any other business which conducts a business as set forth herein, within each or any of the areas described in subparagraphs (a), (b), and (c) above.

In the event that the provisions of this Noncompete Agreement should ever be deemed to exceed the time or geographic limitations permitted by the applicable laws, then such provisions shall be and are hereby reformed to the maximum time or geographic limitations permitted by the applicable laws.

This Noncompete Agreement shall be null and void in the event of any breach by Buyer in the Assignment and Bill of Sale dated March / , 1984 or in the Contract to Purchase dated March / . 1984.

Notwithstanding anything contained in this Noncompete Agreement to the contrary, this Noncompete Agreement shall not apply to the operation of the current landfill by Landfill, Inc.

Seller and Stockholder agree that no part of the Purchase Price provided in the Assignment and Bill of Sale dated March 1, 1984, or in the Contract to Purchase dated March 1, 1984, shall be allocated to this Noncompete Agreement for federal income tax purposes.

Dated: March 1, 1984

SELLER:

BY: *Dick Clarke, Pres.*

ATTEST:

Ray J. Schwab

STOCKHOLDER:

Dick Clarke

SKINNER'S LANDFILL

P.O. BOX 159
WEST CHESTER, OHIO 45069
PHONE: 779-2918

May 3, 1988

CLARKE'S SERVICES, INC.,
9740 CINCINNATI-DAYTON ROAD IN RE: SOLID WASTE DISPOSED OF AT
WEST CHESTER, OHIO-45069 OUR LANDFILL, VIA YOUR
TRUCKS FOR \$30.00, \$35.00
& \$40.00 PER LOAD
TERMS: 10 DAYS NET CASH-ADD 10%
INTEREST AFTER 30 DAYS

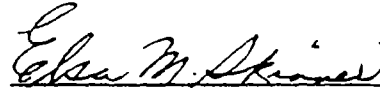
Gentlemen;

DATE	LOADS	PRICE EACH LOAD	SIGNED TICKET NUMBERS	AMOUNT DUE
✓4-7-88-	1 LOAD	-\$30.00 PER LOAD	-#A7233	-\$ 30.00
✓4-11-88-	1 "	-\$35.00 "	-#A7250	-\$ 35.00
✓4-22-88-	2 LOADS-1..	\$35.00 LD. &-		-
✓	-	-1..\$30.00 LOAD	-#A7417 & #A7419	-\$ 65.00
✓4-23-88-	1 LOAD	-\$30.00 PER LOAD	-#A7427	-\$ 30.00
✓4-29-88-	1 "	-\$35.00 PER LOAD	-#A5948	-\$ 35.00
✓4-30-88-	1 "	-\$30.00 PER LOAD	-#A5950	-\$ 30.00
✓5-2-88-	3 LOADS-2..	\$35.00 LDS. :-	-#A5991, #A5998 &	-
	-	& 1..\$30.00 LD. :-	-#A6000 ✓	-\$ 100.00

10 TOTAL LOADS TO DATE...TOTAL AMOUNT DUE..... (\$ 325.00.)

Thank you for this opportunity of serving you once again.

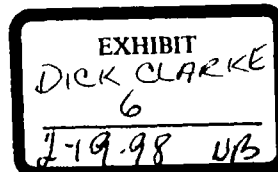
Very truly yours,



ELSA M. SKINNER, OWNER

Handwritten:
Paid
5/6/88
#1917
MS.

EMS/



A-DICK CLARKE CO.
0056

SKINNER'S LAND

P.O. BOX 159
WEST CHESTER, OHIO 45069
PHONE: 779-2918

June 1, 1988

DICK CLARKE COMPANY
9740 CINCINNATI-DAYTON ROAD
WEST CHESTER, OHIO 45069

IN RE: SOLID WASTE DISPOSED OF AT OUR LAND-
fill, via your trucks FOR \$30.00,
\$35.00 & \$40.00 PER LOAD
TERMS: 10 DAYS NET CASH:- ADD 10% INTEREST
AFTER 30 DAYS

Gentlemen;

<u>DATE</u>	<u>LOADS</u>	<u>PRICE EACH LOAD</u>	<u>SIGNED TICKET NUMBERS</u>	<u>AMOUNT DUE</u>
5-10-88	1 LOAD	-\$30.00 PER LOAD	#A6175 ✓	-\$ 30.00
5-16-88	1 "	-\$35.00 "	#A6530 ✓	-\$ 35.00
5-17-88	1..\$30.00 LD. & 1..\$35.00 LD.		#A7551 & #A7573 ✓	-\$ 65.00
5-20-88	1 LOAD	-\$30.00 PER LOAD	#A7670 ✓	-\$ 30.00
5-22-88	1 LOAD	-\$30.00 PER LOAD	#A7767 ✓	-\$ 30.00
5-31-88	1 LOAD	-\$30.00 PER LOAD	#A6513 ✓	-\$ 30.00

6 TOTAL LOADS TO DATE....TOTAL AMOUNT DUE FOR ABOVE.....\$220.00.

Thank you once again for this opportunity of serving you.

Very truly yours,



ELSA M. SKINNER, OWNER



Paid
6/29/88
#1987
MS.

SKINNER'S LANDFILL

P.O. BOX 159
WEST CHESTER, OHIO 45069
PHONE: 779-2918

July 1, 1988

DICK CLARK COMPANY
9740 CINCINNATI-DAYTON ROAD
WEST CHESTER, OHIO 45069

IN RE: SOLID WASTE DISPOSED OF AT OUR LANDFILL
VIA YOUR TRUCKS FOR \$30.00, \$35.00 &
\$40.00 PER EACH LOAD

TERMS: 10 DAYS NET CASH:- ADD 10% INTEREST AFTER
30 DAYS

Dear Sir;

<u>DATE</u>	<u>LOADS</u>	<u>PRICE EACH LOAD</u>	<u>SIGNED TICKET NUMBERS</u>	<u>AMOUNT DUE</u>
6-2-88	1 LOAD	-\$30.00 PER LOAD	:-#A6296 ✓	:-\$ 30.00
6-3-88	1 " "	:- " " "	:-#A6551 ✓	:-\$ 30.00
6-6-88	2 LOADS-1..	-\$30.00 LD. & 1..	:-	:-
		:-\$35.00 LOAD	:-#A8116 & #A8164 ✓	:-\$ 65.00
6-9-88	1 LOAD	-\$35.00 PER LOAD	:-#A6362 ✓	:-\$ 35.00
6-15-88	1 " "	:-\$30.00 PER LOAD	:-#A6416 ✓	:-\$ 30.00
6-17-88	1 LOAD	:- " "	:-#A6493 ✓	:-\$ 30.00
6-21-88	2 LOADS-	" "	:-#A8674 ✓	:-\$ 60.00
6-22-88	5 LOADS-	-\$30.00 PER LOAD	:-#A8687 & #A8704 ✓	:-\$ 150.00
6-24-88	4 LOADS-	-\$30.00 PER LOAD	:-#A8726 & #A8733 ✓	:-\$ 120.00

18 TOTAL LOADS TO DATE...TOTAL AMOUNT DUE FOR ABOVE ONLY... \$ 550.00.

Thank you once again for this opportunity of serving you.

Very truly yours,

ELSA M. SKINNER, OWNER

Handwritten:
Paid
7-26-88
#2061
MS

EMS/

A-DICK CLARKE CO
0054

SKINNER'S LANDFILL

8750 CINCINNATI-DAYTON ROAD

PHONE (513) 779-2918

WEST CHESTER, OHIO 4506

P.O. BOX 159

September 1, 1988

DICK CLARKE COMPANY

9740 CINCINNATI-DAYTON ROAD
WEST CHESTER, OHIO - 45069

IN RE: SOLID WASTE DISPOSED OF AT OUR LANDFILL, VIA YOUR TRUCKS FOR \$30.00, \$35.00
& \$40.00 PER LOAD. BEGINNING SEPTEMBER 1, 1988 OUR PRICE IS \$2.00 PER EACH CU. YD.
TERMS: 10 DAYS NET CASH - ADD 10% INTEREST AFTER 30 DAYS

Gentlemen;

DATE	LOADS	PRICE EACH LOAD	SIGNED TICKET NUMBERS	AMOUNT DUE
8-2-88	6 LOADS	\$30.00 PER LOAD	#A9415, #A9420, #A9424, #A9433 TO #A9436 INCLUSIVE	\$ 180.00
8-3-88	6 "	5..\$30.00 LOADS & 1..\$35.00 LOAD	#A9442, #A9444, #A9447, #A9451, #A9460 & #A9463	\$ 185.00
8-4-88	2 "	1..\$30.00 LOAD & 1..\$35.00 LOAD	#A5584 & #A9473	\$ 65.00
8-5-88	1 LOAD	\$35.00 PER LOAD	#A9478	\$ 35.00
8-8-88	2 LOADS	1..\$35.00 LOAD & 1..\$30.00 LOAD	#A9489 & #A9502	\$ 65.00
8-9-88	1 LOAD	\$30.00 PER LOAD	#A9537	\$ 30.00
8-10-88	1 "	" "	#A5626	\$ 30.00
8-11-88	1 "	" "	#A5634	\$ 30.00
8-12-88	1 "	" "	#A5647	\$ 30.00
8-15-88	2 LOADS	" "	#A5667 & #A5673	\$ 60.00
8-16-88	2 "	" "	#A9582 & #A9588	\$ 60.00
8-17-88	2 "	" "	#A5550 & #A5678	\$ 60.00
8-19-88	4 "	2..\$35.00 LOADS & 2..\$30.00 LOADS	#A5693, #A5698, #A5701 & #A5707	\$ 130.00
8-22-88	2 "	\$30.00 PER LOAD	#A11579 & #A11583	\$ 60.00
8-24-88	1 LOAD	" "	#A11620	\$ 30.00
8-25-88	1 "	" "	#A11639	\$ 30.00
8-26-88	2 LOADS	1..\$35.00 LOAD & 1..\$30.00 LOAD	#A11647 & #A11650	\$ 65.00
8-29-88	1 LOAD	\$30.00 PER LOAD	#A11678	\$ 30.00
8-30-88	2 LOADS	1..\$35.00 LOAD & 1..\$30.00 LOAD	#A5724 & #A5741	\$ 65.00

6 40 TOTAL LOADS TO ABOVE DATE.....TOTAL AMOUNT DUE FOR ABOVE TICKETS TO DATE ONLY..... \$1,240.00

THANK YOU ONCE AGAIN FOR THIS OPPORTUNITY OF SERVING YOU.

Very truly yours,

Elsa M. Skinner

ELSA M. SKINNER, OWNER

*David
10/13/88
2189*

A-DICK CLARKE CO.

0052

SKINNER'S LANDFILL

P.O. BOX 159
WEST CHESTER, OHIO 45069
PHONE: 779-2918

October 1, 1988

DICK CLARKE COMPANY
9740 CINCINNATI-DAYTON ROAD
WEST CHESTER, OHIO - 45069

IN RE: SOLID WASTE DISPOSED OF AT OUR LANDFILL FOR
\$2.00 PER YARD
TERMS: 10 DAYS NET CASH :- ADD 10% INTEREST AFTER
30 DAYS

Gentlemen;

<u>DATE</u>	<u>LOADS</u>	<u>PRICE EACH LOAD</u>	<u>SIGNED TICKET NUMBERS</u>	<u>AMOUNT DUE</u>
9- 1-88-	3 LOADS	:-\$40.00 PER LOAD	:-#A5784, #A5787 & #A5789	:-\$ 120.00
9- 2-88-	1 LOAD	:-\$40.00 PER LOAD	:-#A5791	:-\$ 40.00

4 TOTAL LOADS FOR ABOVE ONLY...TOTAL AMOUNT DUE FOR ABOVE
DATES & TICKETS ONLY..... \$ 160.00.

Thank you once again.

Dear Mr. Clarke:- YOUR BILL FROM SEPTEMBER 1, 1988 wherein you hauled into
our Landfill in August 1988 is Past Due. Your secretary
requested duplicate tickets and I sent the original I had by
return mail. The price of \$1,240.00 remained the same and
check should have been mailed to us on due date at least.

Kindly send us the amount due of \$1,240.00 PLUS
10 % INTEREST which all our bills clearly state are re-
quired on late or past due payments.

Thank you.

EMS

Very truly yours,

Elsa M. Skinner
ELSA M. SKINNER, OWNER

EMS?

*Paid
10/13/88
2189*

SKINNER'S LANDFILL

P.O. BOX 159
WEST CHESTER, OHIO 45069
PHONE: 779-2918

November 2, 1988

DICK CLARKE COMPANY
9740 CINCINNATI-DAYTON ROAD
WEST CHESTER, OHIO 45069

IN RE: SOLID WASTE DISPOSED OF AT OUR LANDFILL,
VIA YOUR TRUCKS FOR \$2.00 PER YARD
TERMS: 10 DAYS NET CASH-ADD 10% INTEREST AFTER
30 DAYS

Dear Sir;

<u>DATE</u>	<u>LOADS</u>	<u>PRICE EACH LOAD</u>	<u>SIGNED TICKET NUMBERS</u>	<u>AMOUNT DUE</u>
10- 7-88	1 LOAD	-\$40.00 PER LOAD	:-#A8057 ✓	:-\$ 40.00
10-13-88	1 " "	" "	:-#A8517 ✓	:-\$ 40.00
10-15-88	1 " "	" "	:-#A8530 ✗	:-\$ 40.00
10-17-88	1 " "	" "	:-#9611 ✓	:-\$ 40.00
10-29-88	1 " "	" "	:-#A1693 ✗	:-\$ 40.00
11- 1-88	1 " "	" "	:-#A1345 ✗	:-\$ 40.00
11- 2-88	1 " "	" "	:-#A0032 ✗	:-\$ 40.00

7 TOTAL LOADS TO DATE...TOTAL AMOUNT DUE FOR TICKETS ABOVE,\$280.00.

TOTAL AMOUNT DUE FOR ABOVE ONLY TO DATE.....\$280.00.

Thank you once again.

Very truly yours,



ELSA M. SKINNER, OWNER

Handwritten notes:
Paid
2276
29-88
MS



EMS

SKINNER'S LANDFILL

P.O. BOX 159
WEST CHESTER, OHIO 45069
PHONE: 779-2918

December 1, 1988

DICK CLARKE COMPANY
9740 CINCINNATI-DAYTON ROAD
WEST CHESTER, OHIO- 45069

IN RE: SOLID WASTE DISPOSED OF AT
OUR LANDFILL, VIA YOUR
TRUCKS FOR \$2.00 PER YARD
TERMS: 10 DAYS NET CASH- ADD 10%
INTEREST AFTER 30 DAYS

Dear Sir;

DATE	LOADS	PRICE EACH LOAD	SIGNED TICKET NUMBERS	AMOUNT DUE
11- 8-88-	1 LOAD	-\$40.00 PER LOAD	#0103 ✓	-\$ 40.00
11- 9-88-	2 LOADS-	" "	#0143 & #0148 ✓	-\$ 80.00
11-10-88-	1 LOAD :-	" "	#0168 ✓	-\$ 40.00
11-14-88-	1 " :-	" "	#0219 ✓	-\$ 40.00
11-15-88-	3 LOADS-	" "	#0239, 0245 & #0246 ✓	-\$ 120.00
11-16-88-	1 LOAD :-	" "	#1010 ✓	-\$ 40.00
11-19-88-	2 LOADS-	" "	#1057 & #1058 ✓	-\$ 80.00
11-30-88-	1 LOAD :-	" "	#1212 ✓	-\$ 40.00

12 TOTAL LOADS TO DATE....TOTAL AMOUNT FOR ABOVE
TICKETS ONLY..... \$ 480.00

THANK YOU ONCE AGAIN.

Very truly yours,

Elsa M. Skinner
ELSA M. SKINNER, OWNER

CHK

*Paid
12-13-88
#2321
MS.*

EMS/

A-DICK CLARKE CO
0049

SKINNER'S LANDFILL

P.O. BOX 189
WEST CHESTER, OHIO 45069
PHONE: 779-2918

January 1, 1989

DICK CLARKE COMPANY

9740 CINCINNATI DAYTON ROAD IN RE:
WEST CHESTER, OHIO- 45069

SOLID WASTE DISPOSED OF AT
OUR LANDFILL, VIA YOUR
TRUCKS FOR \$2.00 PER CU. YD.

TERMS: 10 DAYS NET CASH- ADD 19%
INTEREST AFTER 30 DAYS

Dear Sir;

<u>DATE</u>	<u>LOADS</u>	<u>PRICE EACH LOAD</u>	<u>SIGNED TICKET NUMBERS</u>	<u>AMOUNT DUE</u>
12- 1-88-	1 LOAD-	\$40.00 PER LOAD-	1228	-\$ 40.00
12- 2-88-	1 " "	" "	1240	-\$ 40.00

2 TOTAL LOADS TO DATE.....AMOUNT DUE.....\$ 80.00.

Thank you.

PLEASE NOTE: OUR POLICY IS TO COLLECT C.O.D. FOR EACH LOAD AS HAULED INTO OUR LANDFILL UNLESS THE CUSTOMER HAULS FIVE (5) LOADS OR MORE INTO OUR LANDFILL PER EACH WEEK. PLEASE ADHERE TO THIS POLICY IN THE FUTURE AS IT DOES NOT PAY US TO BILL CLIENTS FOR LESS. Thank you.

ESM

Very truly yours,


ELSA SKINNER-MORGAN

ESM/

OK

SKINNER'S LANDFILL

P.O. BOX 159

8750 CINCINNATI-DAYTON ROAD
PHONE (513) 779-2918

WEST CHESTER, OHIO 45069

May 4, 1989

DICK CLARKE
9300 CINCINNATI-DAYTON ROAD
WEST CHESTER, OHIO-45069

IN RE: DEMOLITION, TREES, STUMPS & DIRT DISPOSED OF
AT OUR LANDFILL, VIA YOUR TRUCKS FOR \$2.00
PER CUBIC YARD
TERMS: 10 DAYS NET CASH - ADD 10% INTEREST AFTER
30 DAYS

Dear Sir;

*PAID 5/12/89
#1960.87
5/12/89
CM*

DATE	LOADS	PRICE EACH LOAD	SIGNED TICKET NUMBERS	AMOUNT DUE
4-7-89-	4 LOADS-	\$40.00 PER LOAD	2325, 2326, 2366 & 2367	\$ 160.00
4-13-89-	6 "	" "	2450, 2453, 2454, 2456 & 2468	\$ 240.00
4-18-89-	3 LOADS-	\$40.00 PER LOAD	2523 & 2553	\$ 120.00
5-4-89-	3 "	\$40.00 LDS. & 1..	3022, 3029 & 3040	\$ 140.00

16 TOTAL LOADS TO ABOVE DATE...TOTAL AMOUNT DUE FOR TICKETS LISTED.....\$ 660.00.

Thank you for this opportunity of serving you once again.

Very truly yours,

Elsa Skinner-Morgan
ELSA SKINNER-MORGAN, OWNER

A. DICK CLARKE
0057

SKINNER'S LANDFILL

8750 CINCINNATI-DAYTON ROAD

PHONE (513) 779-2918

WEST CHESTER, OHIO 45380

August 11, 1989

P.O. BOX 159

DICK CLARKE

9300 CINCINNATI-DAYTON ROAD
WEST CHESTER, OHIO-45069

IN RE: DEMOLITION WASTE, TREES, STUMPS, BUSHES,
DIRT AND ETC., DISPOSED OF AT OUR LANDFILL, VI
OUR TRUCKS FOR \$2.00 PER CUBIC YARD
TERMS: 10 DAYS NET CASH-ADD 10% INTEREST AFTER 30 DAY

Dear Sir;

<u>DATE</u>	<u>LOADS</u>	<u>PRICE EACH LOAD</u>	<u>SIGNED TICKET NUMBERS</u>	<u>AMOUNT DUE</u>
7-6-89-	1 LOAD	-\$40.00 PER LOAD	-3827 ✓	-\$ 40.00
7-10-89-	5 LOADS	" "	-3864, 3866, 3867, 3868 & 3870 ✓	-\$ 200.00
7-11-89-	2 " "	" "	-3887 & 3890 ✓	-\$ 80.00
7-12-89-	6 " "	" "	-3898, 3899, 3902, 3903, 3904, & ✓	-
			-3906 ✓	-\$ 240.00
7-13-89-	1 LOAD	-\$40.00 PER LOAD	-3913 ✓	-\$ 40.00
7-15-89-	1 " "	" "	-3933 ✓	-\$ 40.00
7-18-89-	1 " "	" "	-0000 ✓	-\$ 40.00
7-27-89-	1 " "	" "	-4102 ✓	-\$ 40.00

18 TOTAL LOADS TO ABOVE DATE.....TOTAL AMOUNT DUE FOR ABOVE ONLY.\$ 720.00

Thank you once again for this opportunity of serving you.

*Paid
8/29/89
2904
\$ 720.00
MS*

Very truly yours,

Elsa Skinner-Morgan

ELSA SKINNER-MORGAN, OWNER

A-DICK CLARKE CO.

0048

DICK CLARKE CO.
9740 CINCINNATI DAYTON ROAD, 779-2000
WEST CHESTER, OH 45069

1987

May 6 19 88

PAY TO THE ORDER OF

Skinner's Landfill

\$ 325.⁰⁰

Three hundred twenty five dollars & ⁰⁰/₁₀₀ DOLLARS

 The Provident Bank
CINCINNATI, OHIO

FOR

⑈001917⑈ > ⑆04 20004 24⑆

0365⑈438⑈

⑈0000032500⑈

Dick Clarke

DICK CLARKE CO.
9740 CINCINNATI DAYTON ROAD, 779-2000
WEST CHESTER, OH 45069

1987

June 28 19 88

9 13-42
420

PAY TO THE ORDER OF

Skinner's Landfill

\$ 220.⁰⁰

Two hundred twenty dollars & ⁰⁰/₁₀₀ DOLLARS

 The Provident Bank
CINCINNATI, OHIO

FOR

⑈001987⑈ > ⑆04 20004 24⑆

0365⑈438⑈

⑈0000022000⑈

Dick Clarke

DICK CLARKE CO.
9740 CINCINNATI DAYTON ROAD, 779-2000
WEST CHESTER, OH 45069

2061

7-26 19 88

9 13-42
420

PAY TO THE ORDER OF

Skinner's Landfill

\$ 550.⁰⁰

Five hundred fifty dollars & ⁰⁰/₁₀₀ DOLLARS

 The Provident Bank
CINCINNATI, OHIO

FOR

⑈002061⑈ > ⑆04 20004 24⑆

0365⑈438⑈

⑈0000055000⑈

Dick Clarke

EXHIBIT
DICK CLARKE
7
2-19-98 UB

A-DICK CLARKE C.
0059

Wm. M. Keener
Wm. M. Keener

MY 88 12
PROVIDENT BANK
CINCINNATI, OHIO
PAY ANY BANK P.E.B.

0009 25001

1111111111

Wm. M. Keener
Wm. M. Keener

JY 88 01
PROVIDENT BANK
CINCINNATI, OHIO
PAY ANY BANK P.E.B.

0009 25001

1111111111

Wm. M. Keener
Wm. M. Keener

JY 88 28
PROVIDENT BANK
CINCINNATI, OHIO
PAY ANY BANK P.E.B.

PROVIDENT BANK P.E.B.
THE FIRST BANK
OF CINCINNATI, OHIO
18-12 18-42

0009 25001

1111111111

DICK CLARKE CO.
9740 CINCINNATI DAYTON ROAD, 779-2000
WEST CHESTER, OH. 45069

2110

8-23 1988

PAY TO THE ORDER OF Skinner Landfill \$ 840.⁰⁰

Eight hundred forty dollars & ⁰⁰/₁₀₀ DOLLARS

The Provident Bank
CINCINNATI, OHIO

FOR _____ Dick Clarke

⑈002110⑈ +⑈042000424⑈ 0365⑈438⑈ ⑈0000084000⑈

DICK CLARKE CO.
9740 CINCINNATI DAYTON ROAD, 779-2000
WEST CHESTER, OH 45069

2189

9 13-42
420

Oct 13 1988

PAY TO THE ORDER OF Skinner's Landfill \$ 1400.⁰⁰

Fourteen hundred dollars & ⁰⁰/₁₀₀ DOLLARS

The Provident Bank
CINCINNATI, OHIO

FOR Aug + Sept Dick Clarke

⑈002189⑈ +⑈042000424⑈ 0365⑈438⑈ ⑈0000140000⑈

DICK CLARKE CO.
9740 CINCINNATI DAYTON RD. 779-2000
WEST CHESTER, OH 45069

2278

November 29 1988 13-42
420

PAY TO THE ORDER OF Skinner's Landfill \$ 280.⁰⁰

Two hundred eighty dollars & ⁰⁰/₁₀₀ DOLLARS

The Provident Bank
CINCINNATI, OHIO

FOR _____ Dick Clarke

⑈002278⑈ +⑈042000424⑈ 0365⑈438⑈ ⑈0000028000⑈

Thomas Tompkins
E. M. Skinner

0099 22327

PROVIDENT BANK
CINCINNATI, OHIO

AG BR 26
PROVIDENT BANK
CINCINNATI, OHIO
FOR ANY BANK P.E.S.

10802221

Thomas Tompkins
E. M. Skinner

001 01975

OT '88 14
PROVIDENT BANK
1 EAST 4TH ST.
CINCINNATI OHIO

10802222

ENDORSE HERE
Thomas Tompkins
E. M. Skinner

006 21150

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

DE '80 01
PROVIDENT BANK
1 EAST 4TH ST.
CINCINNATI OHIO

10802227

DICK CLARKE CO.
9740 CINCINNATI DAYTON RD. 770-2000
WEST CHESTER, OH. 48069

2321

Dec 13 1988

11/19/88

PAY
TO THE
ORDER OF

Skinner Sandhill

\$ 480.⁰⁰

Four hundred eighty dollars & ^{no}/₁₀₀

DOLLARS

The Provident Bank
CINCINNATI, OHIO

Dick Clarke

FOR

⑈002321⑈ + ⑈042000424⑈

0365⑈438⑈

⑈0000048000⑈

DICK CLARKE CO.
 9740 CINCINNATI DAYTON RD. 779-2000
 WEST CHESTER, OH 48089

8300

PAY TO THE ORDER OF Skinner Jan 19 1987 $\frac{13.429}{420}$

72757 \$ 80.00

Eighty dollars & $\frac{00}{100}$ DOLLARS

The Provident Bank
 CINCINNATI, OHIO

FOR W. Clarke

⑈00239⑈ ⑆042000424⑆ 0365⑈438⑈ ⑆0000008000⑆

DICK CLARKE CO.
 9300 CINCINNATI DAYTON RD. 779-2000
 WEST CHESTER, OH 45069

2687

PAY TO THE ORDER OF Skinner's Landfill May 23 1989 $\frac{13.429}{420}$

660.00 \$ 660.00

Six hundred sixty dollars & $\frac{00}{100}$ DOLLARS

The Provident Bank
 CINCINNATI, OHIO

FOR W. Clarke

⑈002687⑈ ⑆042000424⑆ 0365⑈438⑈ ⑆0000066000⑆

DICK CLARKE CO.
 9300 CINCINNATI DAYTON RD. 779-2000
 WEST CHESTER, OH 45069

2770

PAY TO THE ORDER OF Skinner's Landfill July 5 1989 $\frac{13.429}{420}$

360.00 \$ 360.00

Three hundred sixty dollars & $\frac{00}{100}$ DOLLARS

The Provident Bank
 CINCINNATI, OHIO

FOR W. Clarke

⑈002770⑈ ⑆042000424⑆ 0365⑈438⑈ ⑆0000036000⑆

A-DICK CLARKE CC
 0065

ENDORSE HERE
W. M. ...

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

JUN 23 '89
PROVIDENT BANK
1 EAST 4TH ST.
CINCINNATI OHIO
10810810

ENDORSE HERE
X *W. M. ...*

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

JUN 10 '89
PROVIDENT BANK
1 EAST 4TH ST.
CINCINNATI OHIO
10810810

ENDORSE HERE
X *W. M. ...*

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

MAY 26 '89
PROVIDENT BANK
1 EAST 4TH ST.
CINCINNATI OHIO
10810810

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

2949

DICK CLARKE CO.
9300 CINCINNATI DAYTON RD. 779-2000
WEST CHESTER, OH 45069

Aug 29 1989

PAY TO THE ORDER OF Skinner Landfill \$ 720.00

Seven hundred twenty dollars & ⁰⁰/₁₀₀ DOLLARS

The Provident Bank
CINCINNATI, OHIO

FOR _____ Dick Clarke

⑈002904⑈ ⑆042000424⑆ 0365⑈438⑈ ⑆0000072000⑆

2949

DICK CLARKE CO.
9300 CINCINNATI DAYTON RD. 779-2000
WEST CHESTER, OH 45069

Sept 26 1989 ¹³⁻⁴²/₁₀₀

PAY TO THE ORDER OF Skinner Landfill \$ 160.00

One hundred sixty dollars & ⁰⁰/₁₀₀ DOLLARS

The Provident Bank
CINCINNATI, OHIO

FOR _____ Dick Clarke

⑈002949⑈ ⑆042000424⑆ 0365⑈438⑈ ⑆0000016000⑆

3069

DICK CLARKE CO.
9300 CINCINNATI DAYTON RD. 779-2000
WEST CHESTER, OH 45069

Nov 21 1989 ¹³⁻⁴²/₁₀₀

PAY TO THE ORDER OF Skinner Landfill \$ 47.25

Forty-seven dollars & ²⁵/₁₀₀ DOLLARS

The Provident Bank
CINCINNATI, OHIO

FOR _____ Dick Clarke

⑈003069⑈ ⑆042000424⑆ 0365⑈438⑈ ⑆0000004725⑆

DICK CLARKE CO.
9300 CINCINNATI DAYTON RD. 778-2000
WEST CHESTER, OH 45069

Dec 21 1989 13-42
429

PAY
TO THE
ORDER OF

Skinner Landfill

\$ *70.00*

The Provident Bank
CINCINNATI, OHIO

Dick Clarke

FOR

⑈003132⑈ ⑆042000424⑆

03651438⑈

⑈0000007000⑈

HERE

Handwritten signature

0045 0233

WEST CHESTER BANK
FOR DEPOSIT ONLY
HERITAGE PLANNING
711 8504
022005

JAN - 2 89

112293465

70 01 01

JA '90 02

WEST CHESTER BANK
FOR DEPOSIT ONLY
HERITAGE PLANNING

A-DICK CLARKE CC
0070



CLARKE'S

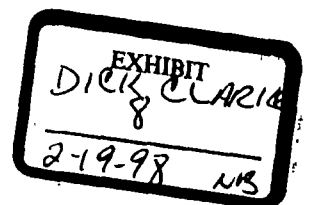


9740 Cincinnati-Dayton Road
West Chester, Ohio 45069
Phone: (513) 779-2000

SKINNER LANDFILL

1988

MONTH	LOADS	AMOUNT
January	0	
February	0	
March	0	
April	8	325.00
May	5	220.00
June	13	550.00
July	21	840.00
August	17	700.00
September	17	700.00
October	7	280.00
Novemebr	12	480.00
December	2	80.00



A-DICK CLARKE CO.

0046



CLARKE'S

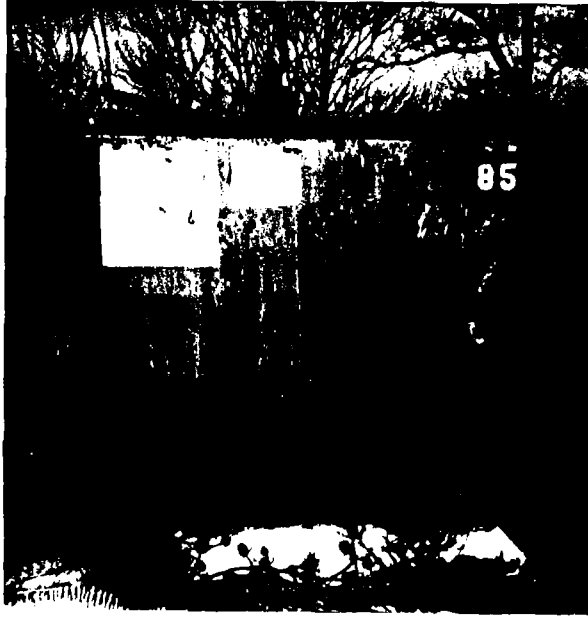


9740 Cincinnati-Dayton Road
West Chester, Ohio 45069
Phone: (513) 779-2000

SKINNER LANDFILL

1989

MONTH	LOADS	AMOUNT
January	0	
February	0	
March	0	
April	16	660.00
May	0	
June	9	360.00
July	18	720.00
August	4	160.00
September	0	
October	1	47.25
Novemebr	2	70.00
December	0	



TRUST AGREEMENT

The "agreement," entered into as of 21st of January, 2000 by and between Clarke, Inc., a corporation, the "grantor," and The North Side Bank and Trust Company, 4125 Hamilton Avenue, Cincinnati, Ohio 45223 incorporated in the state of Ohio, the "trustee."

WHEREAS, the Ohio Environmental Protection Agency, ("Ohio EPA"), has established certain rules applicable to the grantor, requiring that the owner or operator of a solid waste facility Or a scrap tire transporter provide assurance that funds will be available when needed for final closure, post-closure care, and/or, corrective measurers of the facility, or for scrap tire transportation.

WHEREAS, the grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein.

WHEREAS, the grantor, acting through its duly authorized officers, has selected the trustee to be the trustee under this agreement, and the trustee is willing to act as trustee,

NOW, therefore, the grantor and the trustee agree as follows:

Section 1. Definitions. As used in this agreement:

- (a) The term "grantor" means the owner or operator who enters into this agreement and any successors or assigns of the grantor.
- (b) The term "trustee" means the trustee who enters into this agreement and any successor trustee.
- (c) The term "director" means the director of the Ohio EPA or his designee.

Section 2. Identification of facilities and cost estimates.

This agreement pertains to the facilities and/or noncontiguous unit(s) of a sanitary landfill facility and/or scrap tire transporter and cost estimates identified on attached Schedule A.

Section 3. Establishment of fund.

The grantor and the trustee hereby establish a trust fund, the "fund," for the benefit of the Ohio EPA. The grantor and the trustee intend that no third party have access to the fund except as herein provided. The fund is established initially as consisting of the property, which is acceptable to the trustee, described in schedule B attached hereto. Such property and any other property subsequently transferred to the trustee is referred

to as the fund, together with all earnings and profits thereon, less any payments or distributions made by the trustee pursuant to this agreement. The fund will be held by the trustee, in trust, as hereinafter provided. The trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the grantor, any payments necessary to discharge any liabilities of the grantor established by the Ohio EPA.

Section 4. Payment for closure and post-closure care, Scrap tire transportation, and corrective measures.

The trustee will make such payments from the fund as the director will direct, in writing, to provide for the payment of the costs of closure, post-closure care, and/or corrective measures of the unit(s) of facilities, covered by this agreement. The trustee will reimburse the grantor or other persons as specified by the director from the fund for closure, post-closure care, scrap tire transportation, and/or corrective measures expenditures in such amounts as the director will direct, in writing. In addition, the trustee will refund to the grantor such amounts as the direct specifies in writing. Upon refund, such funds will no longer constitute part of the fund as defined herein.

Section 5. Payments comprising the fund.

Payments made to the trustee for the fund will consist of cash or securities acceptable to the trustee.

Section 6. Trustee management.

The trustee will invest and reinvest the principal and income of the fund and keep the fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the grantor may communicate in writing to the trustee periodically, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the fund, the trustee will discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the grantor, or any other owner or operator of the facilities or scrap tire transporter, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. section 80a-2(a), will not be acquired or held, unless they are securities or other obligations of the federal or a state government;
- (b) The trustee is authorized to invest the fund in time or demand deposits of the trustee, to the extent insured by an agency of the federal or state government; and

- (c) The trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and investment.

The trustee is expressly authorized in its discretion:

- (a) To transfer periodically any or all of the assets of the fund to any common, commingled, or collective trust fund created by the trustee in which the fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of the other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. sections 80a-1 *et seq.*, including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the trustee. The trustee may vote such shares in its discretion.

Section 8. Express powers of trustee.

Without in any way limiting the powers and discretion conferred upon the trustee by the other provisions of this agreement or by law, the trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the trustee will be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificate of the same issue held by the trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so-deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the

books and records of the trustee will at all times show that all such securities are part of the fund;

- (d) To deposit any cash in the fund in interest-bearing accounts maintained or savings certificates issued by the trustee, in its separate corporate capacity, or in any other banking institution affiliated with the trustee, to the extent insured by an agency of the federal or state government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the fund.

Section 9. Taxes and expenses.

All taxes of any kind that may be assessed or levied against or in respect of the fund and all brokerage commissions incurred by the fund will be paid from the fund. All other expenses, Proper charges, and disbursements, incurred by the trustee in connection with the administration of this trust, including fees for legal services rendered to the trustee, the compensation of the trustee to the extent not paid directly by the grantor, and all other proper charges and disbursements of the trustee will be paid from the fund. Expenses, property charges, and disbursements include fees for legal services, rendered to the trustee and the compensation of the trustee to the extent the grantor fails to compensate the trustee pursuant to section 12.

Section 10. Annual valuation.

The trustee will annually, not later than thirty days prior to the anniversary date of the establishment of the fund, furnish to the grantor and to the director a statement confirming the value of the trust. Any securities in the fund will be valued at market value as of no more than sixty days prior to the anniversary date of establishment of the fund. The failure of the grantor to object in writing to the trustee not later than ninety days after the statement has been furnished to the grantor and the director will constitute a conclusively binding assent by the grantor, barring the grantor from asserting any claim or liability against the trustee with respect to matters disclosed in the statement.

Section 11. Advice of counsel.

The trustee may periodically consult with counsel, who may be counsel to the grantor, with respect to any question arising as to the construction of this agreement or any action to be taken hereunder. The trustee will be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee compensation.

The trustee will be entitled to reasonable compensation from the grantor for the trustee's services as agreed upon in writing periodically with the grantor.

Section 13. Successor trustee.

The trustee may resign or the grantor may replace the trustee, but such resignation or replacement shall not be effective until the grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee will have the same powers and duties as those conferred upon the trustee hereunder. Upon the successor trustee's acceptance of the appointment, the trustee will assign, transfer, and pay over to the successor trustee the funds and properties then constituting the fund. If for any reason the grantor cannot or does not act in the event of the resignation of the trustee, the trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the grantor, the director, and the present trustee by certified mail not later than ten days before such change becomes effective. Any expenses incurred by the trustee as a result of any of the acts contemplated by this section will be paid as provided in section 9.

Section 14. Instructions to the trustee.

All orders, requests, and instructions by the grantor to the trustee will be in writing, signed by such persons as are designated in the attached Exhibit "A" or such other designees as the grantor may designate by amendment to Exhibit "A." The trustee will be fully protected in acting without inquiry in accordance with the grantor's orders, requests, and instructions. All orders, requests, and instructions by the director to the trustee will be in writing, signed by the director, and the trustee will act and will be fully protected in acting in accordance with such orders, requests, and instructions. The trustee will have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the grantor or the director hereunder has occurred. The trustee will have no duty to act in the absence of such orders, requests, and instructions from the grantor and/or the director except as provided for herein.

Section 15. Notice of non-payment.

The trustee will notify the grantor and the director by certified mail not later than ten days after the expiration of the thirty-day period following the anniversary of the establishment of the trust, if no payment is received from the grantor during the period. After the pay-in period is completed the trustee is not required to send a notice of non-payment.

Section 16. Amendment of agreement.

This agreement may be amended by an instrument in writing executed by the grantor, the trustee, and the director, or by the trustee and the director if the grantor ceases to exist.

Section 17. Irrevocability and termination.

Subject to the right of the parties to amend this agreement as provided in section 16, this trust will be irrevocable and will continue until termination at the written agreement of the grantor, the trustee, and the director, or by the trustee and the director if the grantor ceases to exist. Upon termination of the trust, all remaining trust property, less final trust administration expenses, will be delivered to the grantor, unless the trust is a "standby trust" fund created in accordance with paragraph (G), (H), or (I) of rule 3745-27-15, 3745-27-16, or 3745-27-18 of the Administrative Code, in which case all remaining trust property, less final trust administration expenses, will be delivered to the provider of the financial assurance.

Section 18. Immunity and indemnification.

The trustee will not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this trust, or in carrying out any directions by the grantor or the director issued in accordance with this agreement. The trustee will be indemnified and saved harmless by the grantor or from the trust fund, or both, from and against any personal liability to which the trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the grantor fails to provide such defense.

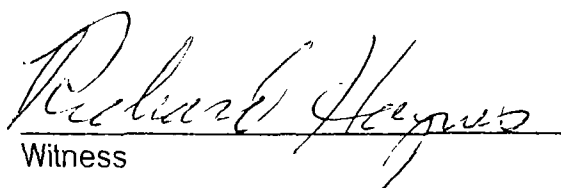
Section 19. Choice of law.

This agreement will be administered, construed, and enforced according to the laws of the State of Ohio.

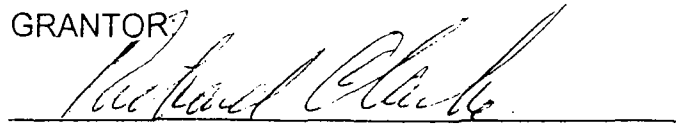
Section 20. Interpretation.

As used in this agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this agreement will not affect the interpretation or the legal efficacy of this agreement.

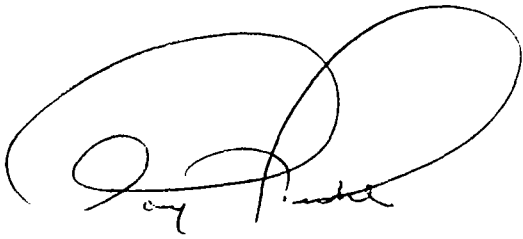
IN WITNESS WHEREOF the parties have caused this agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: the parties below certify that the wording of this agreement is identical to the wording specified in paragraph (A)(1) of rule 3745-27-17 of the Administrative Code as such rule was constituted on the date first above written.



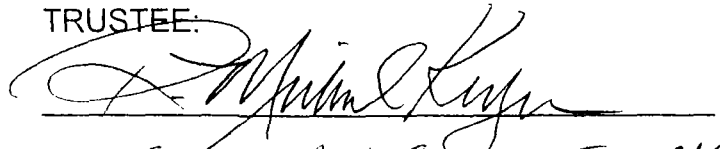
Witness

GRANTOR:


Richard Clarke
Title: President of Clarke, Inc.



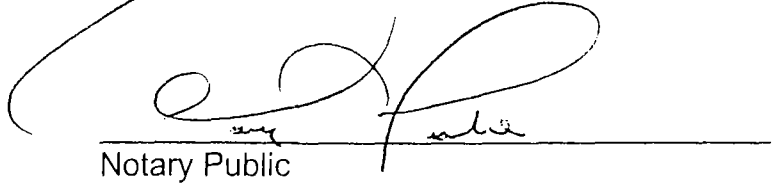
TRUSTEE:



Title: Senior V.P. & Senior Trust Officer

Seal: _____

On this 24th day of January, 2000, before me personally came Richard Clarke to me known, who, being by me duly sworn, did depose and say that he resides at 9737 Custy Rd West Chester, Ohio, that he is Trustee of Clarke, Inc., and the Clarke, Inc. described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



Notary Public

NOTARY PUBLIC STATE OF OHIO
COMMISSION EXPIRES 12/31/01
12/31/01

SCHEDULE A

Clarke, Inc.
9740 Cincinnati-Dayton Road
West Chester, Ohio 45069

1)	Final cleaning of the solid waste transfer facility	\$ 100.00
2)	Removal and proper disposal of all solid waste from facility	\$ 60.00
3)	Cleaning of all areas of the facility, equipment, floors, and other surfaces that came into contact with solid waste	\$ N/A
4)	Leachate removal and disposal	\$ N/A
5)	Flushing of leachate collection system	\$ N/A
6)	Modification/removal or sealing of leachate collection system	\$ 20.00
7)	Posting of closure signs	\$ 20.00
8)	Baiting for rodents and treatment for vectors as necessary	<u>\$ N/A</u>
9)	Total	\$ 500.00

Schedule B

This trust fund is funded on this 21st day of January, 2000 in the amount of Five Hundred (\$500.00) U.S. Dollars.

EXHIBIT A

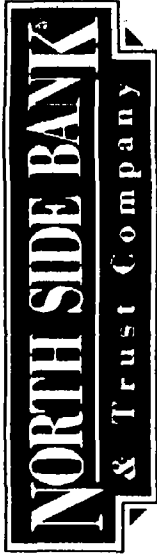
All orders, requests, and instructions by the grantor to the trustee will be in writing, signed by such persons as are designated below:

Dick Clarke
Richard M. Clarke, II

For the Account of: CLARKE, INC. OHIO EPA TRUST

Account Number: 62 00 1467 05 9

Date: DECEMBER 31, 2000



TRUST DEPARTMENT
4125 HAMILTON AVENUE
CINCINNATI, OHIO 45223

GARY F. FRANKE CO., L.P.A.
ATTN: GARY FRANKE
120 EAST FOURTH ST., SUITE 560
CINCINNATI OH 45202

02915

For the Account of:
CLARKE, INC. OHIO EPA TRUST
 Account Number:
62 00 1467 05 9
 Date:
DECEMBER 31, 2000



TRUST DEPARTMENT
 4125 HAMILTON AVENUE
 CINCINNATI, OHIO 45223

Review of Assets

Shares or Par Value	Unit Market	Investment Cost Basis	Total Market Value	Est. Annual Income	Current Yield
CASH					
		0.00	0.00		
		0.00	0.00		
		0.00	0.00		
CASH EQUIVALENTS					
MISC CASH EQUIV-TXBL					
23.41	MGA ASSET INCOME CASH	1.000	23.41	23.41	1 5.85
500	MGA ASSET PRINCIPAL CASH	1.000	500.00	500.00	29 5.85
	TOTAL MISC CASH EQUIV-TXBL		523.41	523.41	30 5.85
	TOTAL CASH EQUIVALENTS		523.41	523.41	30 5.85
	GRAND TOTAL		523.41	523.41	30 5.85

For the Account of:

CLARKE, INC. OHIO EPA TRUST

Account Number:

62 00 1467 05 9

Date:

From JANUARY 1, 2000 through DECEMBER 31, 2000



TRUST DEPARTMENT
4125 HAMILTON AVENUE
CINCINNATI, OHIO 45223

Receipts & Disbursements

Date		Income Cash	Principal Cash	Investment Cost Basis
	BEGINNING BALANCES	0.00	0.00	0.00
01/24/00	INITIAL DEPOSIT		500.00	
01/25/00	PURCHASE MGA ASSET PRINCIPAL CASH		-500.00	500.00
02/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	.40		
02/03/00	PURCHASE MGA ASSET INCOME CASH	-.40		.40
03/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	1.92		
03/03/00	PURCHASE MGA ASSET INCOME CASH	-1.92		1.92
04/04/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.12		
04/04/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.01		
04/05/00	PURCHASE MGA ASSET INCOME CASH	-2.13		2.13
05/02/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.02		
05/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.09		
05/03/00	PURCHASE MGA ASSET INCOME CASH	-2.11		2.11
06/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.22		
06/02/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.03		
06/05/00	PURCHASE MGA ASSET INCOME CASH	-2.25		2.25
07/05/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.04		
07/05/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.19		
07/06/00	PURCHASE MGA ASSET INCOME CASH	-2.23		2.23

For the Account of:
CLARKE, INC. OHIO EPA TRUST
 Account Number:
62 00 1467 05 9

Date:
 From **JANUARY 1, 2000** through **DECEMBER 31, 2000**



TRUST DEPARTMENT
 4125 HAMILTON AVENUE
 CINCINNATI, OHIO 45223

Receipts & Disbursements

Date		Income Cash	Principal Cash	Investment Cost Basis
08/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.33		
08/02/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.05		
08/03/00	PURCHASE MGA ASSET INCOME CASH	-2.38		2.38
09/05/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.39		
09/05/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.06		
09/06/00	PURCHASE MGA ASSET INCOME CASH	-2.45		2.45
10/03/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.40		
10/03/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.07		
10/04/00	PURCHASE MGA ASSET INCOME CASH	-2.47		2.47
11/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.48		
11/02/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.09		
11/03/00	PURCHASE MGA ASSET INCOME CASH	-2.57		2.57
12/04/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.40		
12/04/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.10		
12/05/00	PURCHASE MGA ASSET INCOME CASH	-2.50		2.50
	ENDING BALANCES	0.00	0.00	523.41

For the Account of:

CLARKE, INC. OHIO EPA TRUST

Account Number:

62 00 1467 05 9

Date:

From JANUARY 1, 2000 through DECEMBER 31, 2000



TRUST DEPARTMENT
4125 HAMILTON AVENUE
CINCINNATI, OHIO 45223

Summary Statement of Transactions

	Income Cash	Principal Cash	Investment Cost Basis
BEGINNING BALANCES	0.00	0.00	0.00
RECEIPTS			
MISCELLANEOUS PRINCIPAL CASH RECEIPT		500.00	
INTEREST	23.41		
TOTAL RECEIPTS	23.41	500.00	0.00
DISBURSEMENTS			
PURCHASES OF ASSETS	-23.41	-500.00	523.41
TOTAL DISBURSEMENTS	-23.41	-500.00	523.41
ENDING BALANCES	0.00	0.00	523.41

For the Account of:
CLARKE, INC. OHIO EPA TRUST
 Account Number:
62 00 1467 05 9

Date:
 From **JANUARY 1, 2000** through **DECEMBER 31, 2000**



TRUST DEPARTMENT
 4125 HAMILTON AVENUE
 CINCINNATI, OHIO 45223

Statement of Transactions

Date		Income Cash	Principal Cash	Investment Cost Basis
MISCELLANEOUS PRINCIPAL CASH RECEIPT				
01/24/00	INITIAL DEPOSIT		500.00	
	TOTAL MISCELLANEOUS PRINCIPAL CASH RECEIPT	0.00	500.00	0.00
INTEREST				
02/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	.40		
03/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	1.92		
04/04/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.12		
04/04/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.01		
05/02/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.02		
05/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.09		
06/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.22		
06/02/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.03		
07/05/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.04		
07/05/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.19		
08/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.33		
08/02/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.05		
09/05/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.39		
09/05/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.06		
10/03/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.40		

For the Account of:
CLARKE, INC. OHIO EPA TRUST

Account Number:
62 00 1467 05 9

Date:
From JANUARY 1, 2000 through DECEMBER 31, 2000



TRUST DEPARTMENT
4125 HAMILTON AVENUE
CINCINNATI, OHIO 45223

Statement of Transactions

Date		Income Cash	Principal Cash	Investment Cost Basis
10/03/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.07		
11/02/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.48		
11/02/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.09		
12/04/00	INTEREST RECEIVED MGA ASSET PRINCIPAL CASH	2.40		
12/04/00	INTEREST RECEIVED MGA ASSET INCOME CASH	.10		
	TOTAL INTEREST	23.41	0.00	0.00
	PURCHASES OF ASSETS			
01/25/00	PURCHASE MGA ASSET PRINCIPAL CASH		-500.00	500.00
02/03/00	PURCHASE MGA ASSET INCOME CASH	-.40		.40
03/03/00	PURCHASE MGA ASSET INCOME CASH	-1.92		1.92
04/05/00	PURCHASE MGA ASSET INCOME CASH	-2.13		2.13
05/03/00	PURCHASE MGA ASSET INCOME CASH	-2.11		2.11
06/05/00	PURCHASE MGA ASSET INCOME CASH	-2.25		2.25
07/06/00	PURCHASE MGA ASSET INCOME CASH	-2.23		2.23
08/03/00	PURCHASE MGA ASSET INCOME CASH	-2.38		2.38
09/06/00	PURCHASE MGA ASSET INCOME CASH	-2.45		2.45
10/04/00	PURCHASE MGA ASSET INCOME CASH	-2.47		2.47
11/03/00	PURCHASE MGA ASSET INCOME CASH	-2.57		2.57

For the Account of:
CLARKE, INC. OHIO EPA TRUST
Account Number:
62 00 1467 05 9

Date:
From JANUARY 1, 2000 through DECEMBER 31, 2000



TRUST DEPARTMENT
4125 HAMILTON AVENUE
CINCINNATI, OHIO 45223

Statement of Transactions

Date		Income Cash	Principal Cash	Investment Cost Basis
12/05/00	PURCHASE MGA ASSET INCOME CASH	-2.50		2.50
	TOTAL PURCHASES OF ASSETS	-23.41	-500.00	523.41

For the Account of:

CLARKE, INC. OHIO EPA TRUST

Account Number:

62 00 1467 05 9

Date:

From JANUARY 1, 2000 through DECEMBER 31, 2000



TRUST DEPARTMENT
4125 HAMILTON AVENUE
CINCINNATI, OHIO 45223

Summary of Dividends & Interest

Asset Description	Amount
INTEREST	
MGA ASSET INCOME CASH	.47
MGA ASSET PRINCIPAL CASH	22.94
TOTAL INTEREST	23.41
DIVIDENDS	
TOTAL DIVIDENDS	
