

IN THE COURT OF COMMON PLEAS
LOGAN COUNTY, OHIO

STATE OF OHIO, *ex rel.*
BETTY D. MONTGOMERY
ATTORNEY GENERAL OF OHIO,

Plaintiff,

v.

WILLIAM J. BEELMAN, Jr., *et al.*

Defendants.

CASE NO. CV01-10-0382

JUDGE RICHARD E. PARROTT
(By Assignment)

CONSENT ORDER AND
PERMANENT INJUNCTION

2021 NOV 22 AM 11:15
DOTTIE TUTTLE
CLERK
LOGAN COUNTY
COMMON PLEAS COURT
FILED

Plaintiff State of Ohio, by its Attorney General, Betty D. Montgomery, at the written request of the Director of the Ohio Environmental Protection Agency and the Logan County General Health District, having filed a Complaint against Defendants William J. Beelman, Jr., and the William J. Beelman, Jr. Trust Agreement alleging violations of R.C. Chapter 3734 and the rules promulgated thereunder, and the parties having consented to the entry of this Consent Order and Permanent Injunction,

NOW THEREFORE, without the trial of any issue of fact or law, and upon the consent of the parties hereto, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the parties and the subject matter of this action pursuant to R.C. Chapter 3734. The Complaint states a claim upon which relief can be granted. Venue is proper in this Court.

II. DEFINITIONS

2. Unless otherwise stated, all terms used in this Consent Order shall have the same meaning as used in R.C. Chapter 3734 and the regulations adopted thereunder. In addition, the

V. RESERVATION OF RIGHTS

5. Nothing in this Consent Order shall limit the authority of the State of Ohio to:
- (a) Seek relief for claims or conditions not alleged in the Complaint or for claims or conditions which did not arise or exist prior to entry of this Consent Order;
 - (b) Seek relief for new violations of law or conditions identical to those alleged in the Complaint which occur after the entry of this Consent Order;
 - (c) Enforce this Consent Order through a contempt action or otherwise for violations of this Consent Order;
 - (d) Take any action authorized by law against any person, under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. § 9601, *et seq.* and/or R.C. 3734.20 through 3734.27 to: (1) recover natural resource damages and/or (2) order the performance of, and/or recover costs for any removal, remedial or corrective activities not conducted pursuant to the terms of this Consent Order;
 - (e) Take any action authorized by law against any person, including Defendants, to eliminate or mitigate conditions at the Lake Refuse Landfill, which may present an imminent threat to the public health or welfare or the environment.
6. Nothing herein shall constitute a waiver of any right or defense Defendants may have to any action brought by the State of Ohio under the claims outlined in Paragraph 5, above.
7. Entering into this Consent Order, the Consent Order itself, or the taking of any action in accordance with it does not constitute an admission by Defendants of any factual or

scrap tire facility in the State of Ohio, to an Ohio EPA approved beneficial use location, or to an appropriate facility outside of Ohio that is operating in compliance with the applicable regulations of the jurisdiction in which it is located. For purposes of implementing this provision, the Ohio EPA shall authorize Defendant William Beelman's grandson, Ryan Beelman, to transport only those scrap tires currently located at the Landfill to a lawful facility as designated in Ohio Adm.Code 3745-27-56(C). This temporary authorization shall not be construed as an authorization, express or implied, for Ryan Beelman to transport any other scrap tire in the State of Ohio except as expressly permitted by law.

13. Within thirty (30) days of entry of this Consent Order, Defendants shall establish the "Lake Refuse Landfill Trust" attached hereto as Exhibit A. The Lake Refuse Landfill Trust contains language that is identical in substance to Ohio Adm.Code 3745-27-17(A) and contains the following revisions:

(a) Any monies remaining in the trust fund after closure and post-closure of the Lake Refuse Landfill is implemented shall be disbursed to the Ohio EPA for payment into the hazardous waste clean up fund established pursuant to O.R.C. Section 3734.28, or any successor fund identified by the Ohio EPA.

(b) The Director, at his non-reviewable discretion, may allow, or provide, for, the disbursement of any monies from the trust fund for payment of any closure, post-closure care, ground water monitoring, explosive gas monitoring or other costs associated with environmental remedial activities or corrective measures at the Lake Refuse Landfill.

(c) Trustee compensation, as agreed upon by the Director, shall be paid out of the Trust Fund.

Ohio shall retain liens placed upon the following properties in amounts so indicated:

- (a) Logan County, Ohio Parcel Number 01-045-00-00-015: a lien in the amount of \$130,000;
- (b) Logan County, Ohio Parcel Number 51-045-00-00-014: a lien in the amount of \$8,000.

17. Defendants agree and it is hereby ordered that the State of Ohio shall accept the assignment of William J. Beelman, Jr. and Lois Darlene Beelman's rights to the Landfill Holdback monies, as defined in Paragraph 1.2(C) of the Cash for Assets Purchase Agreement attached hereto as Exhibit B and incorporated as if fully rewritten herein. A copy of the Assignment by William J. Beelman, Jr. and Lois Darlene Beelman to the State of Ohio is attached hereto as Exhibit C and incorporated as if fully rewritten herein.

IX. ACCESS

18. Defendants agree and consent that Ohio EPA, the Logan County General Health District, its employees and agents, shall have full access to the Landfill at reasonable times without the need for a warrant, as may be necessary for the implementation of this Consent Order. Access under this section shall include authorization for Ohio EPA, the Logan County General Health District, or their authorized representatives to conduct any ground water monitoring, explosive gas monitoring, closure and/or post-closure care deemed necessary at the Landfill. Mr. Ryan Beelman or any tenant who resides on the farm adjacent to the Landfill, shall be given reasonable notice prior to entry so that access gates may be opened.

19. To the extent that the Landfill or any other property to which access is required for the implementation of this Consent Order is owned or controlled by persons or companies other than Defendants, then Defendants or the tenant(s) who occupy the farm owned by the

23. Documents which must be submitted or resubmitted under this Order shall be provided to the following:

Ohio Environmental Protection Agency
Attention: Solid Waste Unit Supervisor
Division of Solid and Infectious Waste Management
401 East Fifth Street
Dayton, Ohio 45402

and

Logan County General Health District
Attn: Environmental Health Director
310 South Main Street
Bellefontaine, Ohio 43311-1700

Correspondence and notices to Defendants from the above-listed agencies shall be sent to:

Mr. William Beelman
5940 Wisconsin Street
Bokeelia, Florida 33922

XII. RETENTION OF JURISDICTION

24. This Court shall retain jurisdiction over this action for the purposes of enforcing this Consent Order.

XIII. COURT COSTS

25. Defendants shall pay the court costs of this action.

XIV. SIGNATORIES

26. The undersigned parties understand the terms and conditions of this Consent Order and certify that they are fully authorized to enter into the terms and conditions of this Consent Order.

XV. ENTRY OF CONSENT ORDER AND FINAL JUDGMENT BY CLERK

27. Pursuant to Civil Rule 58, upon entry of this Consent Order by the Court, the

TRUST AGREEMENT

The "Agreement," entered into as of _____, 2002, by and between WILLIAM J. BEELMAN, JR. and THE WILLIAM J. BEELMAN, JR. TRUST dated March 29, 1995 (the "Grantors") and THE HUNTINGTON NATIONAL BANK (the "Trustee").

Whereas, the Ohio EPA has established certain rules applicable to the Grantors, requiring that the owner or operator of a solid waste facility provide assurance that funds will be available when needed for final closure and/or post-closure care, and/or corrective measures of the facility,

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

Whereas, the Grantors, 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 Grantors and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantors" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantors.
- (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 cost estimates identified on the attached **Schedule A**, pertaining to closure and post-closure care including any adjustments from updated cost estimates approved by the Ohio EPA, as well as any outstanding monthly disposal fees owed to the State. Said Facilities specifically include what is commonly known as the Lake Refuse Landfill, a solid waste landfill, located at County Road 54 and Route 274, Bloomfield Township, Logan County, Ohio. ("Lake Refuse Landfill").

Section 3. Establishment of Fund. The Grantors and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Ohio EPA. The Grantors and the Trustee intend that no third party shall 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

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 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 9. 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 certificates 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 instrumentally 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 of State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 10. 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 Grantors, and all

Section 16. Amendment of Agreement. There shall not be any further modifications or amendments to this Trust Agreement for the trust fund without the Director's written approval. This Agreement may be amended by an instrument in writing executed by the Director and the Trustee, provided that no such amendment may require the Grantors to make additional payments to the Fund or to otherwise make payments in furtherance of the purposes of this Agreement.

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 terminated at the written agreement of the Trustee and the Director. Upon termination of the Trust, all remaining Trust property, less final Trust administration expenses, will be delivered to the Hazardous Waste Clean Up Fund established pursuant to O.R.C. Section 3734.28, or any successor fund identified by the Ohio EPA.

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 Director issued in accordance with this agreement. The Trustee will be indemnified and saved harmless from the Trust Fund, 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.

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.

Section 21. Compliance with Administrative Code. 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, except as modified by an Agreed Order entered on or about _____, in the case captioned as State of Ohio, ex rel. v. William J. Beelman, Jr., et al., Common Pleas Court of Logan County, Ohio, Case No. CV01-10-0382, Judge Richard E. Parrott (by assignment).

SCHEDULE A

Closure Cost Estimates

The cost of closure is estimated to be \$ _____, subject to revision by the Ohio EPA as conditions warrant.

CASH FOR ASSETS PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this the 3/ day of December, 1993, by, between and among WILLIAM J. BEELMAN, JR., L. DARLENE BEELMAN and BRUCE A. BEELMAN, individually and doing business as LAKE REFUSE CO., an Ohio general partnership, (hereinafter referred to as the "Sellers") and BFI WASTE SYSTEMS OF OHIO, INC., a Delaware corporation, (hereinafter referred to as "Buyer").

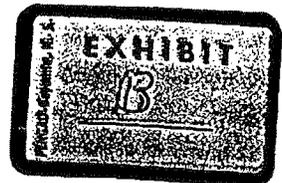
WHEREAS, the Sellers desire to sell, convey, assign and transfer certain assets of the Sellers relating to the Sellers waste collection and hauling business to Buyer, and Buyer desires to acquire such assets in exchange solely for cash all as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. TRANSFER OF ASSETS AND CERTAIN RELATED MATTERS.

1.1 Asset Purchase and Sale. Subject to the terms and conditions of this Agreement and in consideration of the obligations of Buyer herein provided, the Sellers agree to grant, sell, convey, assign, transfer and deliver to Buyer on the Closing Date (as defined in Section 2 hereof) all right, title and interest in and to the following personal property (whether affixed or attached to real property or not) and contractual rights and powers of Sellers being employed in the conduct of Sellers' waste collection and hauling business in and around Lakeview, Ohio (hereinafter referred to collectively as the "Assets"):

-/-



1.2 Purchase Price; Payment. Subject to the terms and conditions of this Agreement, and in reliance upon and in consideration of the representations and warranties of the Sellers herein contained, and in consideration of such transfer by the Sellers to Buyer and the non-compete and other agreements of the Sellers contained herein, the total consideration payable to Sellers for the Assets is the sum of FOUR HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$436,500.00), the adequacy of which is hereby expressly acknowledged and confessed, payable by Buyer to Sellers in accordance with and subject to the following terms and conditions (the "Purchase Price"):

A. At the Closing, Buyer shall pay to Sellers (by check made payable jointly to Sellers) an amount equal to the Purchase Price of \$436,500.00 less:

(i) the Guaranteed Monthly Revenue Holdback (as hereinafter defined) of Seventy-Two Thousand Seven Hundred Fifty Dollars (\$72,750.00);

+ (ii) the Landfill Holdback (as hereinafter defined) of One Hundred Thousand Dollars (\$100,000.00);

(iii) the total amount of prepaid revenue, if any, received by Sellers on or before the Closing Date for services to be performed after the Closing Date and customer deposits, if any; and

(iv) the total amount, if any, necessary to payoff all leases and all indebtedness secured by any lien or security interest against any of the Assets which amount

per month for services to be rendered by Buyer during the months of January, February and March, 1994 (the "Guaranteed Monthly Revenue") and, therefore, the Sellers, jointly and severally, represent and warrant that the gross monthly revenue to be collected by Buyer for services to be rendered by Buyer under the Customer Contracts during the months of January, February and March, 1994 will average at least Fifty-Five Thousand Four Hundred Ten Dollars (\$55,410.00) per month. If the average monthly revenue collected by the Buyer for such services to be rendered by Buyer under the Customer Contracts during the months of January, February and March, 1994 is actually less than the Guaranteed Monthly Revenue, then the amount of the Guaranteed Monthly Revenue Holdback shortfall reduction described above shall be Five Dollars and Sixty-Seven Cents (\$5.67) for each one dollar (\$1.00) of shortfall in such actual average monthly gross revenue collected below the Guaranteed Monthly Revenue. In order for revenue of a particular Customer Contract to be included toward meeting the Guaranteed Monthly Revenue, such Customer Contract must be an active and paying Customer Contract of the Sellers as of the Closing Date. In the event that the amount of such shortfall reduction exceeds the Guaranteed Monthly Revenue Holdback amount of \$72,750.00, then the Buyer shall retain all of such Guaranteed Monthly Revenue Holdback amount of \$72,750.00 and Sellers shall pay to Buyer upon demand such excess amount. The Sellers shall in no event be entitled to any amount in excess of the Guaranteed Monthly Revenue Holdback for any reason including, without limitation, should such actual gross

prejudice to any other rights and/or remedies Buyer may have at law or in equity, may offset against such Landfill Holdback payment the following: (i) all amounts owing to Buyer under this Agreement as a result of any breach of any representation, warranty or covenant hereunder by any of the Sellers, or otherwise owing to Buyer, and (ii) all amounts received by Sellers for services to be rendered by Buyer after the date hereof (except to the extent already deducted hereunder).

D. The Sellers understand and agree that the Guaranteed Monthly Revenue Holdback and Landfill Holdback and Buyer's rights of offset with respect thereto shall not limit any other rights or remedies Buyer may have at law or in equity or limit the amounts of damages Buyer may recover from any of the Sellers as a result of any breach of any representation, warranty or covenant made by any of the Sellers under this Agreement.

1.3 Non-Compete Consideration; Payment

At the Closing, Buyer shall pay the total sum of FORTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$48,500.00) as consideration for the Sellers' non-compete agreements contained herein, the receipt and adequacy of which is hereby expressly acknowledged and confessed, payable by check as follows:

(a)	William J. Beelman, Jr.	\$ <u>24,250</u>
(b)	L. Darlene Beelman	\$ <u>24,250</u>
(c)	Bruce A. Beelman	\$ <u>-0-</u>
	Total:	\$ <u>48,500.00</u>

1.4 Allocation. The consideration paid hereunder shall be allocated as follows:

Buyer, to the extent reasonably practicable to enter into agreements or arrangements that provide Buyer with the practical and economic benefits of such contracts and rights. Sellers will also furnish Buyer with such information and documents in the Sellers' possession or under the Sellers' control or which Sellers can execute or cause to be executed as will enable Buyer to prosecute any and all pending claims, applications and the like which may be assigned hereunder.

B. After the Closing Date:

- (i) Sellers shall remit to Buyer all payments received by Sellers for services to be performed by Buyer on and after the Closing Date (except to the extent already deducted from the consideration payable hereunder).
- (ii) Sellers shall cooperate with Buyer in notifying the customers listed on Exhibit B that the Customer Contracts have been assigned by Sellers to Buyer.
- (iii) Buyer shall have the exclusive right to use all of Sellers' telephone numbers which are used in connection with the Sellers' waste collection and hauling business.

1.7 No Liabilities Assumed. Nothing in this Agreement or in any instrument or document delivered pursuant to this Agreement shall in any way obligate Buyer for any liabilities or obligations of any of the Sellers and it is specifically understood and agreed by the Sellers that the Buyer does not assume any liabilities or obligations of any of the Sellers including, without imitation, any liabilities or obligations arising out of or resulting from (i) the release (as hereinafter defined) of materials, pollutants, heat, smoke, fire,

3. REPRESENTATIONS AND WARRANTIES OF THE SELLERS.

The Sellers, jointly and severally, represent and warrant as follows:

- 3.1 Organization. Lake Refuse Co. is a general partnership duly organized and validly existing in good standing under the laws of the State of Ohio, and Sellers are duly authorized, qualified and licensed under all applicable laws, regulations, ordinances and orders of public authorities to carry on their business in the places and in the manner as now conducted.
- 3.2 Partners. The Sellers are the sole owners of Lake Refuse Co. and there are no other persons or entities who have any interest, ownership or otherwise, in Lake Refuse Co. or in any of the Assets.
- 3.3 Approval and Authorization. Sellers have all requisite power and authority to enter into this Agreement and perform their respective agreements and obligations hereunder. The execution and delivery of this Agreement by the Sellers and the performance of the transactions contemplated herein have been duly and validly authorized by all necessary action of the Sellers and this Agreement is a legal, valid and binding obligation of the Sellers enforceable in accordance with its terms. The Durable Power of Attorney ("POA") dated October 22, 1992 by Bruce A. Beelman appointing his parents, the remaining Sellers, individually and collectively, as his true and lawful attorneys, a true and complete copy of which POA is attached hereto as Exhibit C, has not been modified in any manner or revoked and remains in full force and effect. The POA authorizes William J. Beelman, Jr. and/or L. Darlene Beelman to execute, deliver and perform this Agreement and the documents and

unpaid tax or charge. Sellers have made adequate provisions for the payment of and shall pay all of Sellers' liabilities arising in connection with Sellers' use and operation of the Assets. All of the Customer Contracts are valid and in full force and effect and no party is in breach thereof. The Sellers warrant and will defend the title to the Assets hereby sold to Buyer, its successors and assigns against the claims, demands and charges of all persons whomsoever.

- 3.8 No Service Cancellation or Reduction. None of the Customer Contracts have been canceled or service thereunder substantially reduced and there is currently no attempt or threat to cancel or substantially reduce any service under any of the Customer Contracts. Sellers do not utilize any standard form of individual waste service agreement with respect to any Customer Contracts and none of the Customer Contracts are pursuant to any written agreement. All of the customers described and set forth on Exhibit B hereto are being served pursuant to oral month to month service agreements with the services and rates being as described and set forth on Exhibit B hereto.
- 3.9 Billings and Receipts. Sellers billings and the actual cash receipts from Sellers' performance of services under the Customer Contracts are set forth respectively for the periods indicated on Exhibit B hereto.
- 3.10 Condition of Tangible Assets. All of the Sellers' motor vehicles, containers, compactors, and equipment described and set forth on Exhibit A hereto are in good working order and condition except as may be indicated otherwise on Exhibit A hereto. All of the containers sold to Buyer hereunder comply with the criteria established by the Consumer Product Safety Commission Ban on Unstable Bins, as set forth at 16 CFR 1301, et

substances), and approximate amounts of each, delivered by any of the Sellers to such disposal site and the approximate dates thereof (and the names of Sellers' predecessors in interest which delivered such waste materials); and

(c) Whether or not, to the best knowledge of the Sellers, such disposal site is currently being remediated, or anticipated to be remediated, under federal, state or local law.

3.14 No Misrepresentation. This Agreement, the Exhibits hereto and all other documents and information furnished to Buyer and its representatives pursuant hereto do not and will not include any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements herein or therein made and to be made not misleading.

4. REPRESENTATIONS OF BUYER.

Buyer represents and warrants as follows:

4.1 Organization. Buyer has duly incorporated and is validly existing in good standing under the laws of the State of Delaware.

4.2 No Conflict. No provision exists in any article, document or instrument to which Buyer is a party or by which it is bound which would be violated by the consummation of the transactions contemplated by this Agreement.

- (iv) the violation of or failure to comply with the requirements of any applicable laws commonly referred to as "Bulk Sales Laws";
- (v) any environmental contamination or other matters with respect to Sellers' use, operation or ownership of the Lake Refuse Co. Landfill and Rubble Site; and
- (vi) all actions, suits, proceedings, demands, assessments, and claims and adjustments incident to any of the foregoing.

In addition, Sellers agree to assign their rights to the benefits and/or proceeds to which they are entitled under any and all applicable policies of insurance to Buyer to the extent of any damages, expenses, liabilities and costs (including reasonable attorney's fees) incurred by, or assessed against, Buyer in connection with the investigation, defense, settlement or adjudication of any claims, demands, suits obligations and liabilities indemnified against hereunder.

6. CONFIDENTIAL INFORMATION.

Sellers recognize and acknowledge that they have and will have access to certain confidential information of the Sellers such as lists of customers and costs that are valuable, special and unique assets of their business. The Sellers agree that they will not make any independent use of any such confidential information or disclose any of such confidential information to any person, firm, corporation, association or other entity for any purpose or reason whatsoever, except to authorized representatives of Buyer. In the event of any breach or threatened breach by any of the Sellers of any of the provisions of this Section 6, Buyer shall be entitled to an injunction restraining such party from making any independent use of or disclosing, in whole or in part, as the case may be,

corporation engaged in any of the aforesaid businesses and may be a stockholder, employee, director and officer of Browning-Ferris Industries, Inc., a Delaware corporation. In the event that any of the provisions of this Section 7 should ever be deemed by a court of competent jurisdiction to exceed the scope, time or geographic limitations permitted by applicable law, then such provisions shall be and are hereby reformed to the maximum scope, time or geographic limitations permitted by such applicable law. Sellers hereby agree that this covenant is a material and substantial part of this transaction and that the Buyer will be irreparably harmed in the event of any breach of any of the provisions of this Section 7. In the event of any breach or threatened breach by any of the Sellers of any of the provisions of this Section 7, Buyer shall be entitled to an injunction restraining such party from such breach or threatened breach. Nothing herein shall be construed as prohibiting Buyer from pursuing any other available remedy for such breach or threatened breach including, without limitation, the recovery of damages.

8. SURVIVAL.

The representations, warranties, covenants and agreements of the parties contained in this Agreement or in any writing delivered pursuant to the provisions of this Agreement shall survive the consummation of the transactions contemplated hereby and any examination on behalf of such parties.

9. GENERAL.

9.1 Further Assistance. Upon the execution of this Agreement, Sellers agree to promptly undertake, and to pursue diligently, the obtaining of all approvals,

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

9.6 Name. The Sellers shall not use and shall not transfer, assign, authorize or otherwise allow the use or display of the name "Lake Refuse Co." or any similar variation thereof in connection with any waste collection and disposal activities by anyone.

9.7 Cumulative Remedies. All rights, remedies and powers shall be deemed cumulative and not exclusive of any rights, remedies or powers available. No delay or omission to exercise any right, remedy or power shall impair such right, remedy or power or shall be construed to be a waiver of any breach or any acquiescence therein. Any such right, remedy or power may be exercised from time to time, independently or concurrently, and as often as shall be deemed expedient. No single or partial exercise of any right, remedy or power shall preclude other or further exercise thereof.

9.8 Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the entire agreement and understanding between the Sellers and the Buyer and supersedes any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by the Sellers and Buyer.

ASSIGNMENT OF LANDFILL HOLDBACK MONIES

Pursuant to paragraph 17 of the Consent Order and Permanent Injunction assented to by the parties in resolution of State of Ohio, ex rel. Betty D. Montgomery v. William J. Beelman, Jr., et al., Case No. CV01-10-0382, (Logan County Common Pleas) and signed by Judge Richard E. Parrott, Judge, Logan County Court of Common Pleas, defendant, **William J. Beelman, Jr.** and his wife, **L. Darlene Beelman**, both residing at 5940 Wisconsin Street, Bokeelia, Florida, by this document individually and jointly, assign and convey to the State of Ohio all of their rights to the **Landfill Holdback**, as that term is defined in Paragraph 1.2(C) of the Cash for Assets Purchase Agreement attached hereto as Exhibit A.

Executed this 13th day of November, 2002.



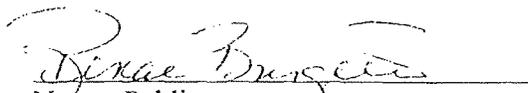
William J. Beelman, Jr.
FL DL B455-930-29-420-0



L. Darlene Beelman
FL DL B455-524-31-970-0

Signed and sworn to before me this 13th day of November, 2002.

 Renae Burgett
My Commission CC893247
Expires December 07 2003



Notary Public
My commission expires 12/7/03



Vorys, Sater, Seymour and Pease LLP

52 East Gay Street • Post Office Box 1008 • Columbus, Ohio 43216-1008 • Telephone (614) 464-6400 • Facsimile (614) 464-6350 • Cable VORYSATER

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RECEIVED
OFFICE OF THE
ATTORNEY GENERAL

David W. Hardymon
Direct Dial (614) 464-5651
Facsimile (614) 719-4750
E-Mail - dwhardymon@vssp.com

January 13, 2003

Shaun K. Petersen, Esq.
Assistant Attorney General
State of Ohio
30 E. Broad Street
25th Floor
Columbus, OH 43215

Re: State of Ohio, ex rel. v. William J. Beelman, Jr., et al.

Dear Shaun:

I enclose a copy of the fully-executed Trust Agreement referenced in the final Consent Order entered in this case.

It has been a pleasure to work with you in bringing this matter to a conclusion. I sincerely appreciate your many courtesies.

Very truly yours,



David W. Hardymon

DWH/lsh

Enclosure

cc: Candy Moore, Esq. (w/encl.)
Doug Chamberlain (w/encl.)

TRUST AGREEMENT

The "Agreement," entered into as of Dec. 20, 2002, by and between WILLIAM J. BEELMAN, JR. and THE WILLIAM J. BEELMAN, JR. TRUST dated March 29, 1995 (the "Grantors") and THE HUNTINGTON NATIONAL BANK (the "Trustee").

Whereas, the Ohio EPA has established certain rules applicable to the Grantors, requiring that the owner or operator of a solid waste facility provide assurance that funds will be available when needed for final closure and/or post-closure care, and/or corrective measures of the facility,

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

Whereas, the Grantors, 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 Grantors and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantors" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantors.

(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 cost estimates identified on the attached **Schedule A**, pertaining to closure and post-closure care including any adjustments from updated cost estimates approved by the Ohio EPA, as well as any outstanding monthly disposal fees owed to the State. Said Facilities specifically include what is commonly known as the Lake Refuse Landfill, a solid waste landfill, located at County Road 54 and Route 274, Bloomfield Township, Logan County, Ohio. ("Lake Refuse Landfill").

Section 3. Establishment of Fund. The Grantors and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Ohio EPA. The Grantors and the Trustee intend that no third party shall 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 Grantors, any payments necessary to discharge any liabilities of the Grantors established by the Ohio EPA.

Section 4. Payment for Closure and Post-Closure Care and Corrective Measures. The Director, at his non-reviewable discretion, may allow, or provide for, the disbursement of any proceeds from the trust fund for the payment of any closure, post-closure care or other costs associated with environmental remedial activities or corrective measures at Lake Refuse Landfill.

The Trustee will reimburse the Director or other persons as specified by the Director from the Fund for closure, post-closure, and/or corrective measures expenditures in such amounts as the Director will direct, in writing. Upon refund, such funds will no longer constitute part of the Fund as defined herein.

Section 5. Remaining Monies. *Any monies remaining in the trust fund after the completion of the thirty year post-closure period shall be disbursed to the Ohio EPA for payment into the hazardous waste clean up fund established pursuant to O.R.C. Section 3734.28, or any successor fund identified by the Ohio EPA.*

Section 6. Payment Comprising the Fund. Payments made to the Trustee for the Fund will consist of cash or securities acceptable to the Trustee.

Section 7. 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 Director may communicate in writing to the Trustee periodically, subject, however, to the provision of this Section. In investing, reinvesting, exchanging, selling and managing the Fund, the Trustee will discharge its 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 Grantors or any other owner or operator of the facilities 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 8. 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 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 9. 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 certificates 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 instrumentally 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 of State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 10. 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 Grantors, and all

other proper charges and disbursements of the Trustee will be paid from the Fund. Expenses, proper charges, and disbursements include fees for legal services, rendered to the Trustee and the compensation of the Trustee to the extent the Grantors fails to compensate the Trustee pursuant to section 13.

Section 11. 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 Grantors 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 Grantors to object in writing to the Trustee not later than ninety days after the statement has been furnished to the Grantors and the Director will constitute a conclusively binding assent by the Grantors, barring the Grantors from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 12. Advice of counsel. The Trustee may periodically consult with counsel 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 13. Trustee compensation. The Trustee will be entitled to reasonable and customary compensation from the Fund for the Trustee's services.

Section 14. Successor Trustee. The Trustee may resign or the Director may replace the Trustee, but such resignation or replacement shall not be effective until the Director 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 Director 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 Grantors, 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 10.

Section 15. Instructions to the Trustee. 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 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 Director hereunder has occurred. The Trustee will have no duty to act in the absence of such orders, requests and instructions from the Director except as provided for herein.

Section 16. Amendment of Agreement. There shall not be any further modifications or amendments to this Trust Agreement for the trust fund without the Director's written approval. This Agreement may be amended by an instrument in writing executed by the Director and the Trustee, provided that no such amendment may require the Grantors to make additional payments to the Fund or to otherwise make payments in furtherance of the purposes of this Agreement.

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 terminated at the written agreement of the Trustee and the Director. Upon termination of the Trust, all remaining Trust property, less final Trust administration expenses, will be delivered to the Hazardous Waste Clean Up Fund established pursuant to O.R.C. Section 3734.28, or any successor fund identified by the Ohio EPA.

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 Director issued in accordance with this agreement. The Trustee will be indemnified and saved harmless from the Trust Fund, 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.

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.

Section 21. Compliance with Administrative Code. 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, except as modified by an Agreed Order entered on or about November 22, 2002, in the case captioned as State of Ohio, ex rel. v. William J. Beelman, Jr., et al., Common Pleas Court of Logan County, Ohio, Case No. CV01-10-0382, Judge Richard E. Parrott (by assignment).

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.

GRANTORS:

WILLIAM J. BEELMAN, JR. and
WILLIAM J. BEELMAN, JR. TRUST

BY: William J. Beelman, Jr.
William J. Beelman, Jr.

Attest: Jacqueline Coburn
Witness

TRUSTEE:

THE HUNTINGTON NATIONAL BANK

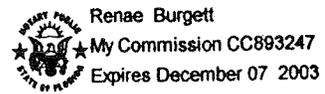
Carolea Moore
Title: Senior Vice President

Attest: Rita J. Luse
Witness

State of Florida)
)ss:
County of Lee)

On this Jan. 8, 2002, before me personally came William J. Beelman, Jr., to me known, who being by me duly sworn, did depose and say that she/he resides at 5490 Wisconsin Street, Bokeelia, FL 33922, that he is the original Trustee of the WILLIAM J. BEELMAN, JR. TRUST and that William J. Beelman, Jr. signed this instrument in his individual and representative capacity.

Renee Burgett
Notary Public



SCHEDULE A

Closure Cost Estimates

The cost of closure is estimated to be \$ 1,400,000 , subject to revision by the Ohio EPA as conditions warrant.

SCHEDULE B

AMOUNT OF INITIAL DEPOSIT: \$100.00