

**Offer to Extend
Purchase Agreement dated December 18, 2008
Between Metro Waste Authority and
Toter Incorporated**

**Extension Effective
October 1, 2010 through September 20, 2020**

Toter Incorporated is pleased to offer the Metro Waste Authority an extension to the current Agreement made and entered into on December 18, 2008. This extension is for the period beginning October 1, 2010 through September 20, 2020. This Agreement may be extended for successive terms by Metro Waste Authority, if the terms and conditions of such renewals are agreed upon by Metro Waste Authority and Toter Incorporated, at least 30 days prior to the end of the Agreement period.

All terms and conditions of the current Agreement will apply, including Section D. "Contractor Compensation". Toter hereby amends Section D as follows:

"During the term of this Agreement, Contractor will receive the following payment for all containers delivered to MWA pursuant to this Agreement:

- \$47.00 – Models 79296 or 76596 (96 Gallon Toters) Delivered
- \$42.00 – Models 79264 or 76564 (64 Gallon Toters) Delivered
- \$40.50 – Model 79248 (48 Gallon Toter) Delivered
(Model 79248 is priced at a \$1.50 Deduction from Model 79264)
- Pricing is based on orders placed in truckload quantities of carts.

Truckload quantities are as follows:

Model 79296 – 588 carts	Model 76596 – 636 carts
Model 79264 – 840 carts	Model 76564 – 648 carts
Model 79248 – 900 carts	

On March 1 of each year, beginning March 1, 2011, the price of each container above will increase by 3 percent. The price for each container will be the price applicable at the date of order. Toter Incorporated will provide a quote for pricing at each occurrence of an order. This quotation will be based on current market pricing documented by Plastics News or Chemical Data, not to exceed the applicable price per Section D of the contract."

Toter also offers the following additions to the current Agreement:

1. Metro Waste Authority may choose any Granite color body or any solid color body. The Authority may also choose any solid color lid. Granite body colors available are:

Greenstone	Brownstone
Kelly Green Granite	Graystone
Bluestone	Dark Gray Granite
Navy Granite	Blackstone
Sandstone	

Solid colors available are:

Green	Brown
Kelly Green	Gray
Blue	Black
Navy Blue	

2. Toter offers pricing for the purchase of lids. Below pricing includes freight to ship lids to Metro Waste Authority:

	<u>96 Gallon</u>	<u>64 Gallon</u>	<u>48 Gallon</u>
50 Lids	\$20.00	\$19.50	\$19.50
100 Lids	\$19.00	\$18.50	\$18.50
250 Lids	\$18.50	\$18.00	\$18.00
500 Lids	\$18.00	\$17.50	\$17.50
1,000 Lids	\$17.00	\$16.50	\$16.50

3. Metro Waste Authority may change two (2) hot stamp markings during the term of this contract with no additional charge to the Authority. Any subsequent hot stamp marking changes will incur a \$300.00 one-time hot stamp die charge.
4. Toter offers an optional front hot stamp marking. To add this marking, Metro Waste Authority will be responsible for a \$0.25 per cart fee to apply the marking to the cart.
5. Toter agrees to the following arbitration procedure: Disputes regarding any provision of this Agreement shall be settled by arbitration. Arbitration shall be conducted in accordance with Iowa Code Chapter 679A. A notice of intent to arbitrate must be served by mailing the notice by registered certified mail to the non-requesting party. The notice shall include the name and contact information of no less than three retired state of Iowa district or appellate court judges who have indicated willingness to act as an Arbitrator and are acceptable to the requesting party. Within five (5) days after receipt of the notice, the non-requesting party shall select one of the named judges and inform the other party of its selection.

The arbitration hearing shall be held within thirty (30) days of the service of the Notice of Termination. The hearing shall be conducted informally, and the decision shall be reduced to writing. The decision of the Arbitrator is final and binding on the parties. The costs of the Arbitrator shall be shared equally between the parties, however, the prevailing party in arbitration shall be entitled to recover its attorney fees. Arbitration shall occur in Polk County, Iowa.

6. Pricing from this Agreement may be extended, under the same terms and conditions, to other government entities upon mutual agreement between Toter Incorporated and the government entity.

By the below signatures, the Metro Waste Authority and Toter Incorporated execute this Agreement on June 16, ~~200~~ 2010.

METRO WASTE AUTHORITY:

By Thomas B. Hadden III

Thomas B. Hadden III
Type or Print - Name

Executive Director
Type or Print - Title

TOTER INCORPORATED:

By Laura P. Gates

Laura P. Gates
Vice President, Contract Mgmt.