ATTACHMENT “G”

RECYCLEREWARDS, INC. AGREEMENT
AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this 25th day of September, 2008 (the "Effective Date"), by and between RECYCLEREWARDS, INC., a Delaware Corporation having its principal office located at 149 Fifth Avenue, New York, NY 10010 ("RecycleRewards"), and the City of North Miami, in the State of Florida, having its principal executive office located at 776 NE 125th Street, North Miami, FL 33161 ("Municipality"). RecycleRewards and the Municipality may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, RecycleRewards is a marketing and rewards company that encourages consumers to recycle by offering them reward points that can be redeemed at participating merchants; and

WHEREAS, RecycleRewards desires to have Municipality provide RecycleRewards' incentive based recycling program (the "Incentive Recycling Program") to Municipality's residents ("Residents") in the Territory (as defined in Section 6 below) on the terms and conditions set forth herein; and

WHEREAS, Municipality would like to offer Residents the Incentive Recycling Program and has represented to RecycleRewards that it has, and that during the Term (as defined in Section 2 below) hereof it will have, the resources to perform all of its obligations hereunder subject to future appropriations.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Services and Assets.**

   A. **Services.** RecycleRewards agrees to provide Municipality with the Incentive Recycling Program services described in Exhibit A attached hereto and incorporated herein by reference (the "Services") from the Effective Date through the end of the Term.

   B. **Assets.** RecycleRewards further agrees to provide Municipality with RFID Tags ("Tags") and other equipment as described in Exhibit B attached hereto and incorporated herein by reference (collectively, the "Assets"). The Tags shall either be provided to the cart manufacturer or retrofitted in the field pursuant to the terms and conditions of Section 8 hereof. The carts will be purchased by Municipality from a vendor and the Cart vendor shall provide RecycleRewards an electronic list of RFID numbers and associated serial numbers imprinted on the cart) ("Carts"). Municipality shall provide, at least ninety (90) days prior written notice of any and all requests for Assets. All Assets shall be used by Municipality during the Term solely in connection with the Incentive Recycling Program. RecycleRewards shall deliver the initial Assets to be delivered by it to Municipality at the delivery location(s) and pursuant to the schedule set forth on Exhibit B. Municipality shall ensure that the Tags are at all times free of liens and encumbrances arising from any debts or actions of Municipality, and shall
use commercially reasonable efforts to ensure that all Tags are used in accordance with all applicable laws in the manner in which they are intended to be used and in accordance with all instructions and warning labels. Municipality shall be responsible for ensuring that the serial number with corresponding RFID tag number of each Tag placed on a Cart and the corresponding Resident address to which the Cart is delivered is provided to RecycleRewards electronically in an acceptable format initially and each subsequent occasion on which the Cart is moved.

C. Disposition of Assets. Unless otherwise agreed to in writing by the parties, immediately following termination of this Agreement for any reason, RecycleRewards shall have the right to pick up (at its own cost and expense) from the Municipality and/or its Residents all of the Assets, free and clear of all liens, claims and encumbrances and in the same condition as they were provided by RecycleRewards to Municipality, ordinary wear and tear excepted. In furtherance of the foregoing, Municipality shall, upon termination of this Agreement, provide RecycleRewards with access to Municipality property for the purpose of retrieving the Assets and shall allow RecycleRewards to assemble all of the Assets at the location specified in Exhibit B pending pick-up by RecycleRewards. Municipality is responsible for, and shall promptly pay to RecycleRewards, the replacement costs of any and all lost, stolen, damaged or unreturned Assets.

2. Term. The Term of this Agreement shall commence on the Effective Date and shall continue for five (5) years unless sooner terminated pursuant to the other provisions of this Agreement, by operation of law, or otherwise. The Term may be extended for successive one (1) year periods by mutual written agreement of the Parties.

3. Best Business Practices. During the Term, Municipality shall use its best business practices to implement and actively promote the Incentive Recycling Program to its Residents within the Territory. For this purpose “best business practices” shall include, but not be limited to: utilizing the Assets and Services in accordance with the terms and conditions of this Agreement, and complying with all federal, and state and local laws, rules and regulations, including without limitation all privacy laws. During the Term, Municipality shall not engage in any commercial speech or activity that is likely to disparage the Incentive Recycling Program.

4. Municipality Obligations. Municipality agrees, throughout the Term of this Agreement, to comply with, fulfill and operate the Incentive Recycling Program in accordance with all of the terms and conditions of this Agreement, including without limitation the Service Standards described in Exhibit C attached hereto and incorporated herein by reference (the “Service Standards”) and the Scope of Supply Standards described in Exhibit D attached hereto and incorporated herein by reference (the “Scope of Supply”).

5. Fees. Municipality shall pay RecycleRewards the following fees during the Term:

A. a percentage of the disposal cost savings achieved by the Municipality each year based upon total cost (including taxes) (the “Annual Savings”) will be paid to RecycleRewards monthly (the “Monthly Savings”) during each year of the Term as follows:
(1) 50% of the Monthly Savings in the first year of the Term;

(2) 50% of the Monthly Savings in the second year of the Term;

(3) 40% of the Monthly Savings in the third year of the Term;

(4) 40% of the Monthly Savings in the fourth year of the Term;

and

(5) 35% of the Monthly Savings in the fifth year of the Term
(and in any renewal years thereafter.)

B. The Parties agree upon a baseline annual tonnage of 490 tons during the Term (40.83 tons per month) with a disposal cost of $57.56 per ton during the first year of the term. For purposes of billing, RecycleRewards will bill the Municipality each month during the Term, the agreed percentage of the Monthly Savings in each month in which the actual tonnage exceeds 40.83 tons. An invoice will be sent by RecycleRewards to Municipality within thirty (30) days of receipt of the actual monthly tonnage by RecycleRewards from either the material recycling facility or, upon request, from the Municipality.

C. The Parties hereby agree that within thirty (30) days of the end of each year, the disposal cost for the subsequent year will be agreed upon based upon then current data and adjusted accordingly for each subsequent year of the Term.

6. **Territory; Resident Conversion.** The Territory shall be the City of North Miami. RecycleRewards shall convert all of its Residents located in the Territory to the Incentive Recycling Program within thirty (30) days of delivery of the Assets or the truck ordered by Municipality, whichever is later. Municipality will provide the mailing address of the Resident electronically to RecycleRewards thirty (30) days prior to cart technology installation.

7. **Confidentiality; Rights in Data.**

A. The Parties acknowledge that the City of North Miami is governed by Florida Statute 119.07 and unless exempted by law, certain documents that it receives from RecycleRewards may be considered public records and open to disclosure. Notwithstanding this acknowledgment, to the extent permitted by law, Each Party shall keep confidential and not disclose to any third party and will not use, except for the purposes of this Agreement, all business, financial, technical, customer, pricing and other proprietary information, and data (including customer data) that it receives or has received from the other Party (“Confidential Information”). For any information to be deemed “Confidential Information,” the same must be in written form and appropriately marked “CONFIDENTIAL” at the time of disclosure to the receiving party or, alternatively, if the information is disclosed orally, the same must be summarized in writing and marked “CONFIDENTIAL” by the disclosing party within ten (10) days after such disclosure. Notwithstanding the foregoing, all data that is gathered and stored by RecycleRewards about Residents is subject to the RecycleRewards Privacy Policy and all
applicable state and federal laws and, as such, no such data regarding recycling or online activities of Residents need to be specifically marked as “Confidential” to be considered “Confidential”. Municipality hereby expressly acknowledges the RecycleRewards Privacy Policy prior to deploying the Incentive Recycling Program to any Resident.

B. The obligation set forth in Section 7.A does not apply to any materials or information of the types specified above to the extent that a Party can document that such materials or information: (i) are known to the Party prior to the receipt of such materials or information from the other Party; (ii) are in the public domain other than as a result of a breach of this Agreement; (iii) were furnished to a third party by the disclosing party with no restriction on disclosure; or (iv) information which the receiving Party developed independently of any disclosures of such information by the disclosing Party.

C. Each party will own all right, title, and interest, including any copyrights or other intellectual property rights, in and to any data or information that it collects, compiles or creates regarding Residents. As between the parties, the owner of such rights will have the right to use as it wishes any such information, subject to applicable law and its own privacy policy, with no duty to give the other party notice, gain the other party’s consent, account to the other party or share royalties with the other party.

8. RecycleRewards IP.

A. Grant of License. Municipality acknowledges that RecycleRewards owns certain valuable intellectual property used in connection with, relating to, and/or derived from the Incentive Recycling Program. Such intellectual property includes without limitation all of RecycleRewards’ sales, marketing, informational and other materials relating to the Program and all copyrights therein, all resident, and other data derived from operation of the Incentive Recycling Program, all RecycleRewards know-how, trade secrets, and technology (including the RFID technology and account information used in the RFID Tags) relating to the Program listed on Exhibit G, including without limitation as may be disclosed in RecycleRewards’ patent applications or patents and those RecycleRewards trademarks, service marks and logos listed and/or depicted on said Exhibit G (said trademarks, service marks and logos and the goodwill associated therewith are referred to collectively herein as the “Marks”). The foregoing is collectively referred to herein as the “RecycleRewards IP.” Subject to the terms and conditions of this Agreement, RecycleRewards hereby grants to Municipality a limited, nonexclusive, nontransferable license during the Term to use the RecycleRewards IP, including as incorporated in the RFID Tags, within the Territory solely in connection with the promotion and implementation of the Incentive Recycling Program. RecycleRewards shall also grant Municipality certain limited rights in resident data, as set forth in Section A.3 of Exhibit A. The parties acknowledge and agree that Exhibit G may from time to time be amended as agreed in writing by the parties, and thereafter said Exhibit G shall be deemed to include all RecycleRewards IP then listed and/or depicted thereon. Municipality shall have no right to sublicense any of the RecycleRewards IP.

B. Ownership of RecycleRewards IP. Municipality acknowledges that RecycleRewards is the sole owner of the RecycleRewards IP, including as incorporated in the RFID Tags, and Municipality agrees that it will do nothing inconsistent with such ownership.
Municipality further agrees that nothing in this Agreement shall give Municipality any right, title or interest in the RecycleRewards IP or the RFID Tags other than the right to use them in accordance with this Agreement, and that all use of the RecycleRewards IP and RFID Tags by Municipality and all goodwill associated therewith shall inure to the benefit of RecycleRewards. Municipality agrees that it will not at any time during the term of this Agreement or after its termination (i) register or use any mark or other term confusingly similar to the Marks, or (ii) challenge the title of RecycleRewards to any of the RecycleRewards IP.

C. Quality Standards. Municipality agrees that the nature and quality of all services rendered by Municipality in connection with the Marks; all services provided and goods sold by Municipality under the Marks; and all related advertising, promotional and other related uses of the Marks by Municipality (together, the “Uses”) shall conform to quality standards set by and under the control of RecycleRewards.

D. Quality Maintenance. Municipality agrees to cooperate with RecycleRewards in facilitating RecycleRewards’ control of the nature and quality of Municipality’s Uses, and further agrees that RecycleRewards shall have the right to request, review, and approve or disapprove copies or samples of all written materials and demonstrations of all other Uses, at any time, and shall be entitled to require that Municipality modify any of the Uses to conform to RecycleRewards’ quality standards.

E. Form of Use. Municipality agrees that it will not use the RecycleRewards IP or the RFID Tags for any purpose whatsoever, other than as contemplated herein in connection with the Incentive Recycling Program. Municipality further agrees to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by RecycleRewards in accordance with customary trademark practices, and not to use any trademark or service mark in combination with the Marks without prior written approval of RecycleRewards.

F. Infringement Proceedings. Municipality agrees to notify RecycleRewards of any unauthorized use by others of the RecycleRewards IP, including without limitation the RFID Tags, as soon as such use comes to Municipality’s attention. Municipality shall also forward any evidence it obtains of any unauthorized use to RecycleRewards. RecycleRewards shall have the sole right and discretion (but not the obligation) to bring infringement or unfair competition proceedings involving the RecycleRewards IP. Municipality agrees to assist RecycleRewards with all commercially reasonable requests regarding such proceedings.

G. No Modification. Municipality agrees and acknowledges that, except as expressly permitted herein, it has no right to, and that it will not (and will not permit any third party to) (i) use, modify, copy, or otherwise reproduce the RecycleRewards IP in whole or in part, (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the RecycleRewards IP or the RFID Tags, (iii) distribute, sublicense, assign, timeshare, sell, rent, lease, grant a security interest in, or otherwise transfer the RecycleRewards IP or the RFID Tags or Municipality’s rights hereunder, or (iv) remove any RecycleRewards proprietary notices embedded in or placed on the Assets or any Incentive Recycling Program materials, except as expressly provided herein. Any attempted distribution,
 sublicense, assignment, timesharing, sale, renting, lease, or other transfer the RecycleRewards IP or any of Municipality’s rights hereunder in breach of the terms of this Agreement shall be null and void and shall be deemed a material breach by Municipality hereunder. Municipality will limit access to the RecycleRewards IP to its employees who require such access in connection with the permitted use hereunder and who have agreed in writing to observe Municipality’s obligations hereunder.

H. **Return of Technology.** Immediately following termination of this Agreement for any reason Municipality shall notify RecycleRewards if it has any RFID Tags in its possession, and shall make arrangements for destruction of such RFID Tags or pick up of such RFID Tags by RecycleRewards, at RecycleRewards’ election.

9. **RecycleRewards Indemnification.** RecycleRewards shall defend any action, suit, or proceeding brought against Municipality alleging that the RecycleRewards IP infringes any United States patent, trademark or copyright, and RecycleRewards shall indemnify and hold Municipality, its officers, directors and employees, harmless against damages finally awarded against Municipality, costs, expenses, and losses (including, without limitation, court costs and reasonable attorneys' fees and expenses) in connection with any such action, suit or proceeding; provided, that (i) Municipality notifies RecycleRewards promptly in writing of the claim in question, (ii) RecycleRewards has sole control of the defense and all related settlement negotiations, and (iii) Municipality provides RecycleRewards with all commercially reasonable assistance, information and authority to perform the above at RecycleRewards’ expense. RecycleRewards shall not settle any such suits or proceedings against Municipality without its prior written consent, not to be unreasonably withheld. In the event that Municipality’s use of the RecycleRewards IP is enjoined by a court of competent authority, RecycleRewards shall, at its sole option and at its expense, either (I) procure for Municipality the right to continue using of the RecycleRewards IP, or (II) modify the RecycleRewards IP to avoid infringement without material impairment of their functionality. If neither of the foregoing remedies can be obtained upon commercially reasonable terms, this Agreement shall terminate, Municipality shall return the Assets to RecycleRewards, and RecycleRewards shall refund to Municipality any prepaid rental or service fees. The foregoing indemnity shall not apply to the extent the alleged infringement is attributable to the combination of the RecycleRewards IP with products or services not provided by RecycleRewards, or to the extent the RecycleRewards IP is modified or altered by any person other than RecycleRewards its agents, or if the RecycleRewards IP is used outside the scope of this Agreement (any such combination, modification, alteration, or use is collectively referred to herein as a “Municipality Modification”). THIS SECTION STATES RECYCLEREWARDS’ SOLE LIABILITY HEREUNDER WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

10. **Municipality Indemnification.** To the extent permitted by Florida law, Municipality agrees to, and hereby does, indemnify, defend and hold RecycleRewards its officers, directors, managers, employees, members, and assigns, harmless from and against any and all losses, claims, damages, costs, charges, expenses, liabilities, suits, demands, proceedings and actions, including reasonable attorneys fees and cost of defense, arising out of our relating to: (i) Municipality’s or its Residents’ use of any of the Assets or Services; (ii) any act or omission of Municipality in connection with the Incentive Recycling Program; (iii) a Municipality Modification; or (iv) any breach or violation or any alleged breach or violation of
this Agreement and/or any federal, state or local laws, rules or regulations by Municipality. RecycleRewards shall promptly notify Municipality when it learns of any such claim. Municipality shall be entitled to control the defense of any such claim, but shall not enter into any settlement without RecycleRewards’ prior written consent. RecycleRewards may engage counsel of its own to join the defense at RecycleRewards’ cost. Nothing in this agreement can constitute a waiver of the Municipality’s monetary limitations pursuant to Section 768.28 Florida Statutes, sovereign immunity.

11. **Disclaimer of Warranties.** ALL RIGHTS, GOODS, AND SERVICES PROVIDED BY RECYCLEREWARDS HEREUNDER ARE PROVIDED “AS IS.” EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO THE INCENTIVE RECYCLING PROGRAM, THE ASSETS OR THE RECYCLEREWARDS IP OR TO ANY OTHER MATERIALS, GOODS OR SERVICES FURNISHED TO MUNICIPALITY HEREUNDER OR IN CONNECTION HEREWITH. RECYCLEREWARDS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE INCENTIVE RECYCLING PROGRAM, WHETHER MADE BY RECYCLEREWARDS REPRESENTATIVES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY RECYCLEREWARDS FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF RECYCLEREWARDS WHATSOEVER. MUNICIPALITY HEREBY ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE INCENTIVE RECYCLING PROGRAM AS APPROPRIATE TO ACHIEVE THE RESULTS INTENDED BY MUNICIPALITY.

12. **Limitation of Remedies and Liabilities.** MUNICIPALITY’S SOLE REMEDY AND RECYCLEREWARDS’ SOLE OBLIGATION WITH RESPECT TO ANY CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT SHALL BE GOVERNED BY THIS AGREEMENT, AND IN ALL CASES MUNICIPALITY’S REMEDY SHALL BE LIMITED TO MONEY DAMAGES NOT EXCEEDING THE UNAMORTIZED PORTION, IF ANY, OF SERVICE FEES PAID TO RECYCLEREWARDS PRIOR TO THE DATE OF SUCH CLAIM. WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL RECYCLEREWARDS OR ITS SUPPLIERS OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE PERFORMANCE OF THIS AGREEMENT ON BEHALF OF RECYCLEREWARDS, INCLUDING ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SHAREHOLDERS, DIRECTORS, OR SUBCONTRACTORS, BE LIABLE FOR ANY (I) INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY, COVER OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, LOST BUSINESS OPPORTUNITIES, LOST SAVINGS, LOST DATA, LOSSES CAUSED BY DELAY OR THE DOWNTIME OF COMPUTERS OR SERVERS, OR LOSSES FROM INTERRUPTION, TERMINATION, OR FAILED OPERATION OF THE INTERNET
OR THIRD-PARTY TELECOMMUNICATION SERVICES, EVEN IF RECYCLEREWARDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (II) CLAIMS AGAINST MUNICIPALITY BY ANY THIRD PARTY EXCEPT AS PROVIDED IN SECTION 9 ABOVE, OR (III) DAMAGES, INCLUDING PRODUCT LIABILITY DAMAGES, CAUSED BY ANY NON-RECYCLEREWARDS PRODUCT. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO RECYCLEREWARDS’ DUTY OF INDEMNIFICATION UNDER SECTION 9 ABOVE.

13. **Insurance.** During the Term, the Municipality shall present to RecycleRewards a valid certificate of self-insurance pursuant to Chapter 316, Section 768.28 of Florida Statutes and Section 2-246 of the North Miami Code of Ordinances for both liability insurance and workers compensation. In event Municipality does not provide a valid certificate of self-insurance then Municipality will procure insurance as set forth in Exhibit E. Likewise, RecycleRewards shall procure and maintain at its own expense and for its own and Municipality’s benefit the insurance coverage described on attached Exhibit E or provide a valid certificate of self-insurance.

14. **Expenses; Disbursements.** Except as otherwise expressly provided herein, both parties agree to pay all of its own expenses incurred and all disbursements made as a result of complying with the terms and conditions of and performing its obligations under this Agreement.

15. **Force Majeure.** Any delay or inability of RecycleRewards in complying with the terms hereof arising from unforeseeable causes or events beyond RecycleRewards' s control, including, without limitation, Municipality's failure to supply necessary information or assistance, acts of God, acts of public enemy, acts of the government in either sovereign or contractual capacity, terrorism, fires, floods, labor disputes, internet failure, strikes or acts of a third party, shall excuse any resulting or related delay or failure in the performance by RecycleRewards. In such event, the date of performance shall be extended for a reasonable period of time following the resolution of the cause of such delay or failure.

16. **Termination.** In addition to other express termination provisions in this Agreement, this Agreement may be terminated as follows:

A. At any time by mutual written agreement of the parties. Neither Party may terminate the Agreement without the consent of the other Party during the first three (3) years of the term. After three (3) years, either Party may terminate the agreement upon one hundred eighty (180) days written notice to the other Party.

B. By RecycleRewards, immediately upon notice to Municipality, in the event Municipality violates Sections 7 or 8 hereof.

C. By either Party in the event (i) of a breach of this Agreement by the other Party (the “Breaching Party”) that is not cured within ten (10) days for failure to pay fees, or thirty (30) days for other breaches, after delivery of notice of such breach to the Breaching Party, or (ii) that the other Party ceases doing business, is the subject of a voluntary bankruptcy, insolvency or similar proceeding, is the subject of an involuntary state or federal bankruptcy, insolvency, or similar proceeding that is not dismissed within sixty (60) days of filing, makes an assignment for the benefit of creditors, becomes unable to pay its debts when due, or enters into
an agreement with its creditors providing for the extension or composition of debt. Nothing contained herein shall prevent or otherwise limit a Party from obtaining injunctive or other equitable relief pursuant to Section 18 hereof.

D. Termination shall be without prejudice to any rights and obligations of the Parties that have vested prior to the effective date of termination.

17. **Effect of Termination.** Upon termination of this Agreement:

A. Municipality’s rights, licenses, and privileges granted under this Agreement shall automatically terminate.

B. Municipality shall promptly pay to RecycleRewards any amounts accrued and/or due and owing hereunder.

C. Municipality shall immediately cease using and shall return all RFID Tags (in accordance with Section 8H), RecycleRewards IP and RecycleRewards Confidential Information (including customer data) in its possession and all tangible embodiments thereof.

D. Sections 1B, 7, 8B, 9 through 14, 17, 18, 20, 24 through 28 hereof and all provisions herein relating to the confidentiality of customer data will survive termination of this Agreement.

18. **Injunctive Relief.** Municipality understands and agrees that RecycleRewards may suffer irreparable harm in the event that of a breach by Municipality of any obligations under this Agreement and that monetary damages may be inadequate to compensate RecycleRewards for such breach. Accordingly, Municipality agrees that, in the event of a breach or threatened breach of any of the provisions of this Agreement, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, RecycleRewards shall be entitled to seek a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach.

19. **Authority.** Each Party hereby represents and warrants to the other that it has full power and authority to enter into this Agreement, and that this Agreement has been duly authorized, executed and delivered by, and constitutes a valid, binding and legally enforceable agreement of, such Party. Concurrently with execution of this Agreement, and as a condition precedent to commencement of the RecycleRewards Services hereunder, Municipality shall deliver to RecycleRewards an opinion of counsel in form and substance and from counsel acceptable to RecycleRewards stating that this Agreement and all of its terms and conditions (i) have been approved and accepted by the appropriate governing body of Municipality and executed by an authorized signatory on behalf of Municipality, (ii) do not violate, and are in accordance with, Municipality’s charter, ordinances or other authorizing and governing documents; and (iii) constitute the valid and binding obligations of Municipality enforceable against it in accordance with their terms.

20. **Notices.** All notices, requests, waivers, demands or other communication required hereunder shall be in writing and shall be deemed to have been duly given if delivered
by postage prepaid certified or registered air mail, return receipt requested, or sent by telefax and addressed to the proper party as follows:

If to RecycleRewards,

RECYCLEREWARDS, INC.
149 Fifth Avenue
4th Floor
New York, NY 10010

If sent by telefax to:

(____)________

If to the Municipality,

City of North Miami
776 NE 125th Street
North Miami, FL 33161

Attn: V. Lynn Whitfield, Esq.

If sent by telefax to:

(____)________

or such other address as shall be specified from time to time in writing by the Party entitled to receive such notices. Any notice sent by telefax shall be deemed to have been given on the date the fax was dispatched or in case of registered mail, return receipt requested, upon the date appearing on the postal receipt of registration witnessing the receipt of the notice.

21. **No Joint Venture.** Nothing contained herein shall be construed to place the Parties in the relationship of partners or joint venturers or principal and agent or employer and employee, and no Party shall have the power to obligate or bind the other Party in any manner whatsoever.

22. **Successors and Assigns.** Neither party may assign, sublicense or delegate any of its rights or duties under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

23. **Waiver and Modification.** The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver, change, alteration, modification or addition to this Agreement shall be effective unless in writing and properly executed by both Parties.
EXHIBIT B

ASSETS

A. DESCRIPTION OF ASSETS

1. RFID Tags, containing proprietary RecycleRewards technology and account information, that are affixed to Carts (the “RFID Tags”).

2. Curbside Weigh System “EWDS” truck technology to read, record and transmit collection data (one unit per 3,500 homes).

3. Two desktop computers will be provided to North Miami by RecycleRewards for the purpose of establishing public “citizen workstations” for the use by residents of the City of North Miami in order to facilitate reward redemption and the Incentive Recycling Program.

DELIVERY LOCATIONS

DELIVERY SCHEDULE
EXHIBIT C

MUNICIPALITY SERVICE STANDARDS

1. Data Transfer

- Municipality or its agent must run a daily diagnostic test on all Program equipment, pre and post trip, and forward results to RecycleRewards via e-mail daily.
- Municipality or its agent must report all equipment problems (truck, data readers, scanners, etc.) to RecycleRewards via e-mail at the end of each working day (immediately) and must dispatch spare equipment to finish remaining route.

2. Training

- Municipality or its agent will provide all equipment and facilities necessary for all employees to be properly trained in the use of Incentive Based Recycling equipment, including the Electronic Weighing Delivery System (“EWDS”)
- All drivers_HELPERS will be trained on the EWDS system
- Maintenance staff will be fully trained on all preventative maintenance, diagnostics and repair of EWDS system
- Municipality will support RecycleRewards’ provision of quarterly training updates and re-training, as needed.
by postage prepaid certified or registered air mail, return receipt requested, or sent by telefax and addressed to the proper party as follows:

If to RecycleRewards,

RECYCLEREWARDS, INC.
149 Fifth Avenue
4th Floor
New York, NY 10010

If sent by telefax to:

(____)______________

If to the Municipality,

City of North Miami
776 NE 125th Street
North Miami, FL 33161

Attn: V. Lynn Whitfield, Esq.

If sent by telefax to:

(____)______________

or such other address as shall be specified from time to time in writing by the Party entitled to receive such notices. Any notice sent by telefax shall be deemed to have been given on the date the fax was dispatched or in case of registered mail, return receipt requested, upon the date appearing on the postal receipt of registration witnessing the receipt of the notice.

21. **No Joint Venture.** Nothing contained herein shall be construed to place the Parties in the relationship of partners or joint venturers or principal and agent or employer and employee, and no Party shall have the power to obligate or bind the other Party in any manner whatsoever.

22. **Successors and Assigns.** Neither party may assign, sublicense or delegate any of its rights or duties under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

23. **Waiver and Modification.** The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver, change, alteration, modification or addition to this Agreement shall be effective unless in writing and properly executed by both Parties.
24. **Governing Law.** This Agreement and any disputes relating to this Agreement shall be construed under the laws of the State of Florida, without regard to Florida conflicts of laws principles. For purposes of any legal action or proceeding arising out of this Agreement, RecycleRewards submits and consents to the non-exclusive jurisdiction of the federal and state courts in Florida.

25. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and terminates and supersedes any prior agreement or understanding, oral or written, between the Parties with respect thereto. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of the Agreement or any representations inducing its execution and delivery except those specifically set forth. Each of the Parties acknowledges that such party has relied on its own judgment in entering into the Agreement.

26. **Headings.** The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions.

27. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either Party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, relevance or otherwise.

28. **Severability.** Should any paragraph or portion thereof of this Agreement be found invalid or unenforceable by any court of competent jurisdiction, it is the intent of the Parties that the validity of the remaining paragraphs of the Agreement shall not be effected thereby.

29. **Omitted. Intentionally Left Blank**

30. **Counterparts.** This Agreement and any amendments hereto may be executed in several counterparts, and all of such executed documents shall constitute one agreement binding on all the Parties hereto.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date above first written.

RECYCLEREWARDS, INC.  
By: [Signature]  
Name: [Signature]  
Title: [Title]

CITY OF NORTH MIAMI  
By: [Signature]  
Name: [Signature]  
Title: [Title]

Attested By:

__________________________  
Frank Wolland - City Clerk

Approved as to legal form and sufficiency:

__________________________  
V. Lynn Whitfield, Esq.  
City Attorney
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date above first written.

RECYCLEREWARDS, INC.
By: Jacqui Vieira
   Name: Jacqui Vieira
   Title: Deputy City Clerk

CITY OF NORTH MIAMI
By: Clarance Patterson
   Name: Clarance Patterson
   Title: City Manager

Attested By:

Frank Wolland - City Clerk

Approved as to legal form and sufficiency:

V. Lynn Whitfield, Esq.
City Attorney
EXHIBIT A

RECYCLEREWARDS SERVICES

A. OPERATIONS

1. Technical training and support
   • Technical training and support for the weighing, identification and data management systems including the wireless data transfer system.

2. Reporting
   • Container management and performance reports
   • Such reports shall include resident-by-resident and route-by-route information regarding participation rates, recycling rates and tonnage collected. All such resident data is owned by RecycleRewards and is provided to Municipality under a limited, non-exclusive and non-transferable license during the Term. Municipality shall keep all such data strictly confidential and shall use it for internal purposes only. Municipality shall not be entitled to receive any other resident or other data derived by RecycleRewards from the Incentive Recycling Program.

3. Incentive Management and Resident Services
   • Resident and vendor reward fulfillment services and management, including RecycleRewards’ internet, phone and mail systems.

4. Education and Community Outreach Services
   • Web based material and information on recycling and sustainability

5. Asset Maintenance
   • RecycleRewards will provide routine maintenance for serviceable Assets.

B. MARKETING

1. Local/Regional Vendor Set-up and Relations
   • RecycleRewards will consult with Municipality to determine potential vendors, however RecycleRewards will be responsible in its discretion for calling on and setting-up all local/regional vendors in the Incentive Recycling Program.
   • RecycleRewards will contact and explain reward/redemption program to Vendors and will prepare and execute the required Vendor agreement.
• RecycleRewards will organize and develop Vendor Reward parameters and will work with Vendors on all approvals.
• RecycleRewards will work with Municipality to add Municipal messaging, alerts and news to the appropriate Resident users.

2. National Vendor

• RecycleRewards will utilize existing relations with National Vendors and use reasonable efforts to expand their reward offerings to the Territory.

3. Market Research Information

• RecycleRewards will be responsible for preparing, delivering and reviewing with Municipality and Vendors all applicable market research material.

4. Marketing Material

• RecycleRewards will be responsible for designing all marketing material that will be used by Municipality for any type of media advertising, mailers or general distribution. Municipality will be solely responsible for all mailing costs.
• RecycleRewards will provide Municipality with approved artwork and copy for it to use in its marketing material to Residents and for the marketing of the Incentive Recycling Program. RecycleRewards reserves final approval on all advertising and other materials on which the RecycleRewards name, logo or approved artwork is used.
• Municipality may consult with RecycleRewards on specific marketing programs or community outreach ideas, but RecycleRewards reserves the right of final approval on any marketing campaign.
• Upon request of Municipality, RecycleRewards will provide the marketing material in three languages (English, Spanish and Creole) for use by the Municipality.

5. Training

• Municipality will make available all necessary personnel, programs and materials for properly training designated Municipality personnel on the RecycleRewards program.

6. Customer Service and Reward Redemption/Rewards Fulfillment

• RecycleRewards will maintain a Customer Service Department to answer resident queries relating to the Incentive Recycling Program.
C. RECYCLEREWARDS MSA RECYCLING PROGRAM

1. Municipality will be required to use RecycleRewards approved and/or designated Material Recycling Facilitie(s) (MRF) for disposal of their Incentive Recycling Program recycling material. Such facility will accept the material in a commercially reasonable and competitive manner.

2. The designated MRF(s) will be outfitted with the necessary equipment to receive the resident download information from Municipality’s or its subcontractors’ recycling trucks. This equipment will be provided by RecycleRewards or the MRF(s).

3. Local designated MRF(s) will be responsible for uploading that resident information to RecycleRewards at the end of each working day.

4. Local designated MRF(s) will be responsible for reporting any MRF equipment malfunctions to RecycleRewards.

5. Local designated MRF(s) will provide RecycleRewards information on recycled loads, by route, including loads that are contaminated, based on their normal acceptance criteria.
EXHIBIT D

SCOPE OF SUPPLY STANDARDS

1. Material Processing

- Municipality or its agent will deliver all recycling material that results from the Incentive Recycling Program to a RecycleRewards approved MRF in the Territory. This will be a full “single stream” commodity acceptance MRF that will provide processing on a commercially reasonable and competitive basis. Municipality will use only the MRF licensed or designated by RecycleRewards.
EXHIBIT E

INSURANCE

Both parties shall maintain, at their own expense, with an insurer having a Best’s rating of A or better, a commercial general liability insurance policy providing at least One Million U.S. Dollars (US $1,000,000) of coverage (including coverage for products liability), and an excess liability insurance policy providing an annual aggregate of Three Million U.S. Dollars (US $3,000,000) insuring against events involving the Incentive Recycling Program (collectively, the “Required Policy”). The Required Policy must be written on either an occurrence basis or on a claims-made basis and shall name the other party as an additional named insured. The Required Policy shall provide for at least thirty (30) days’ prior written notice to the other party of the cancellation or any substantial modification thereof (including, without limitation, any reduction of the aggregate limit of coverage). If either party cancels or substantially modifies the Required Policy or fails to keep the Required Policy in full force and effect, the other party shall have the right, at anytime thereafter, without prejudice to its other rights, to terminate this Agreement, effective immediately upon notice to that party of such termination. Each Party shall also maintain, at its own expense, in full force and effect during the Term: (i) worker’s compensation insurance, as required by applicable law, providing at least Two Million U.S. Dollars (US $2,000,000) of coverage and (ii) umbrella liability insurance providing at least Two Million U.S. Dollars (US $2,000,000) of coverage.

Upon execution of this Agreement and as each party may request from time to time, the other party shall provide certificates of insurance or copies of the policies evidencing the coverage outlined herein. Renewal certificates for such policies shall be issued at least ten (10) days prior to the policy expiration.
EXHIBIT F

TERRITORY

The City of North Miami
EXHIBIT G

RECYCLEREWARDS IP

A. MARKS

1. Trademark Serial No. 78/509,350
2. Trademark Serial No. 78/509,329

B. OTHER IP


4. Provisional Patent App. No 60/892,849 - Method of recycling comprising picking up carts, disposing recyclable goods at a recycling center, validating data regarding recyclable goods, importing data into management software, generating reports, and providing e-commerce rewards

5. Provisional Patent App. No 60/892,852 - Embodiments of the present invention generally relate to recycling system and method thereof. In one embodiment, the cart is provided with RFID, such that information regarding the cart (e.g., address, ownership, condition, etc.) can be retrieved. The RFID may be any RFID device suitable for embodiments of the present invention

6. RecycleBank Envirostrong Software - This application converts residential recycling activity (pounds and participation) into reward credits. It is a web-based application that manages each residential account, allows residential users to access their account, redeem rewards, and interact with RecycleRewards Customer Service Department

7. Provisional Patent App. No 60/954,851- Multi-family dwellings generally have central facilities where residents bring their recyclables to a common collection bin. In accordance with one embodiment of the present invention, a recycling kiosk provides a location-based rewards model where participants share a common collection container
FIRST AMENDMENT TO AGREEMENT

This First Agreement ("First Amendment") to the Agreement dated June 17, 2009 (the "Agreement") by and between RecycleRewards, Inc. ("RecycleRewards") and the City of North Miami ("Municipality"), is hereby entered into effective as of September 25, 2013 ("First Amendment Effective Date") by RecycleRewards and Municipality. RecycleRewards and Municipality may be hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, on June 17, 2009, RecycleRewards and Municipality entered into the Agreement; and

WHEREAS, the Parties wish to hereby amend the Agreement pursuant to this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. In accordance with Section 2 of the Agreement, the Parties mutually agree to extend the Term of the Agreement beginning on the First Amendment Effective Date through September 24, 2014.

2. In addition, the Parties mutually agree to update the Incentive Recycling Program from its current form under the Agreement, "Community Weight Based", to an updated form, "Collect and Click", effective March 1, 2014 (the "Incentive Recycling Program Update Date"). RecycleRewards will provide the Collective and Click form of the Incentive Recycling Program to Municipality in accordance with the Service Overview under Schedule A herein thereby replacing Section 1(A) of the Agreement.

3. In light of the Incentive Recycling Program update detailed above, the Parties further agree RecycleRewards will no longer provide nor maintain the Assets, as defined in the Agreement, and may proceed to remove the Assets in accordance with Section 1(C) of the Agreement following the Incentive Recycling Program Update Date.

4. Section 5(A) and 5(C) of the Agreement will be deleted in their entirety. Section 5 (A) shall be replaced with the following

A service charge of Forty Cents ($0.40) per month per Eligible Household during the Term of the Agreement will be charged to Municipality effective on the Incentive Recycling Program Update Date. For purposes of this section, an Eligible Household has the meaning provided under Schedule A herein.

5. The Agreement and this First Amendment, constitutes the entire and complete understanding of the Parties regarding its subject matter, and supersedes all written agreements and understandings between the Parties regarding its subject matter. Except as expressly
amended and supplemented hereby, the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this First Amendment and the provisions of the remainder of the Agreement, the terms of this First Amendment shall prevail. Any capitalized used but not defined herein shall have the meanings ascribed to them pursuant to the Agreement. Any additional or inconsistent terms on any other document shall be null and void.

The Parties hereby acknowledge and accept the terms and conditions of this First Amendment as of the First Amendment Effective Date.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement as of the First Amendment Effective Date.

RECYCLEREWARDS, INC.

By: 
Name: JAVIER PERAL
Title: CEO

CITY OF NORTH MIAMI

By: 
Name: 
Title:
SCHEDULE A

SERVICE OVERVIEW

I. General Overview

Recyclebank, as defined in the Terms and Conditions, offers a rewards and loyalty program that encourages individuals to take every day environmentally-preferred actions, such as recycling at their homes, and in turn earn reward points (“Recyclebank Points” or “Points”) that can be redeemed for various rewards through Recyclebank with national brand companies or local retailers (the “Rewards Program”).

The Rewards Program is offered by Recyclebank in conjunction with its vast network of partnerships - municipalities, waste collectors, recycling companies, manufacturers, national and local retailers, and other third parties. The Rewards Program is accessible to registered participants (the “Recyclebank Member(s)” or “Member(s)”) via our website, www.recyclebank.com (the “Site”). To become a Member, an individual must contact Recyclebank either online or by telephone and complete the membership registration. Recyclebank Membership is provided in accordance with the Recyclebank Membership Agreement (https://www.recyclebank.com/about-us/membership-agreement1) and Recyclebank’s Privacy Policy (https://www.recyclebank.com/about-us/privacy). The Rewards Program includes a “Home Recycling Program” available in select communities wherein the community’s recycling program is provided to local residents along with Recyclebank’s Rewards Program intended to incentivize them to recycle. In order to participate in a Home Recycling Program, an individual on behalf of his/her household must subscribe to the specific Home Recycling Program available in that individual’s community. Subscription is required for participation in a local Home Recycling Program and is deemed membership to the Rewards Program under the Recyclebank Membership Agreement and Recyclebank’s Privacy Policy. For purposes of this Agreement, the term Rewards Program and Home Recycling Program herein will have the same meaning.

You, the Client, enter this Rewards Program Services Agreement with Recyclebank in order for Recyclebank to provide the Rewards Program to you and the “Eligible Households”, understood to be the individual resident households located within the geographic region identified under the Agreement (the “Municipality”) who are eligible to participate. Recyclebank will provide the management of the Rewards Program in accordance with this Agreement. Recyclebank will commence its services under the Agreement by assisting you with community outreach efforts to a) inform residents on their local recycling program and thereby b) drive participation through subscription to Recyclebank’s Home Recycling Program, and c) ensure that all residents within the Municipality who recycle and are subscribed to participate in the Home Recycling Program with Recyclebank are rewarded for doing so though Recyclebank Points that they can redeem for rewards with Recyclebank.

To participate in the Home Recycling Program, an individual residing in an Eligible Household within the Municipality must subscribe to the Home Recycling Program either through the Site or by contacting Recyclebank’s Customer Service Department by telephone. Each Eligible
Household is limited to one (1) subscription. Individuals within the household, however, may register as Members directly with Recyclebank to engage in the Rewards Program separately from the Home Recycling Program. Subscription allows earning Points for the recycling conducted in the household and can also include additional Points earned by actively engaging through the Site which offers additional Point-earning opportunities, for example but not limited to, taking educational quizzes or pledging to do certain green action(s). All subscribed households receive a “Recyclebank Account” administered by Recyclebank. Those subscribed online can access their Recyclebank Account through the Site, view their Points, engage in Recyclebank’s eCommerce platform as described herein for additional Points and redeem earned Points. Those subscribed outside of the Site can access their Recyclebank Account by calling the Customer Service Department or by other methods which may be made available at that time with notice to You and the subscribed households.

Each subscribed household will have access to Recyclebank’s network of retailers and brand manufacturers (the “Reward Partners”) offering rewards in exchange for earned Points through Recyclebank’s “Reward Catalog”. A complete listing of Reward Partners can be found at http://www.Recyclebank.com/rewards. This list is subject to change from time to time in Recyclebank’s sole discretion. Recyclebank is responsible for all reward fulfillment services.

II. Home Recycling Program Specifications

Under the Home Recycling Program, you will independently collect and communicate to Recyclebank the net weight of the recycled materials collected in each Route within the Municipality during each collection period. A “Route” is defined as a pick-up of recyclables within the Municipality conducted and completed within one (1) calendar day by a single truck. Prior to commencement of the Home Recycling Program in the Municipality, you will communicate a) the frequency of collections to determine collection periods in addition to b) Routes within the Municipality to be used during the Term of this Agreement. In the event you require amending the collection period(s) and/or the Route(s) for the remaining duration of the Term, you will provide Recyclebank five (5) business days’ prior notice of the changes and any information necessary to support Recyclebank in updating its records to ensure subscribed household experience continuity and accurate reporting.

Upon receiving net weight for a specific collection period for each Route, Recyclebank will determine the amount of Points earned within that Route and credit a portion of the Route’s collective Points to each subscribed household within that Route. Subscribed households can also choose to report their individual recycling activity via the Site, the Recyclebank mobile application or by calling Recyclebank’s Customer Service Department. If a subscribed household self-reports, Recyclebank will provide the subscribed household additional Points for each self-reporting activity in addition to the portion of Points received from Recyclebank’s standard Point calculation described herein.

III. Recyclebank Responsibilities:

Recyclebank will administer the Home Recycling Program in keeping with this Agreement by providing the following services:
1. **Recyclebank Points**
Recyclebank will track Recyclebank Points through the administration of the Rewards Program. Recyclebank will calculate and credit Recyclebank Points on a scheduled basis. Calculations will be based on the route based weight of the recyclables collected when available, or using a best estimate determined solely at Recyclebank's discretion. The "Participating Household", understood to mean an Eligible Household which has subscribed to the Home Recycling Program, will receive the appropriate Points corresponding to the recycling activity in accordance with the Rewards Program specifications of this Agreement. The method of calculation of Recyclebank Points under the Home Recycling Program and generally the Rewards Program is proprietary to Recyclebank, determined solely by Recyclebank, and for purposes of the Home Recycling Program available in the Municipality calculated in accordance to the specifications detailed in this Agreement.

2. **Reward Partner Set-up and Relations**
Recyclebank will provide Participating Households access to rewards through its Rewards Catalog which may be redeemed using accrued Points and in turn received from the Reward Partners. Recyclebank will be responsible for contacting and setting up all Reward Partners including organizing and developing Reward parameters with each Reward Partner as follows:
   a. Recyclebank will determine potential third party retailers to include in Recyclebank’s Reward Catalog as Reward Partners; and
   b. Recyclebank will prepare and execute the required agreement to on-board those Reward Partners and their respective reward offers in the Reward Catalog; and, when applicable,
   c. If the Municipality has 10,000 or more Eligible Households, Recyclebank will include local Reward Partners specifically tailored to the Municipality. To do so, Recyclebank will contact and explain the reward/re redemption component of the Program to local businesses, such as community retailers/restaurants/entertainment and cultural venues.

3. **Marketing Material**
   a. **E-newsletter & e-mail notifications.** Recyclebank will provide Participating Households a monthly e-newsletter and weekly account updates via e-mail notifications to the e-mail address used to subscribe. Weekly e-mail updates may be transactional in nature indicating recent Point earning(s) and redemption, or Informative regarding new Point earning opportunities available on the Site and recent efforts by Recyclebank.
   b. **Marketing Material.** Recyclebank will provide you with standardized, designed marketing templates, including approved artwork and copy ("Marketing Material") for you to use in conducting additional communication campaigns within the Municipality independently of Recyclebank's efforts under this Agreement. Any use of the Marketing Materials by you or your agent in any marketing campaign will require Recyclebank's prior approval.
   c. **Additional Marketing Support.** If you require additional customization and marketing support in addition to the standard Marketing Materials, you may request for
additional services. Upon review, Recyclebank will communicate whether it will be able to provide the requested additional marketing services at the additional fee of One Hundred Fifty Dollars ($150) per hour ("Marketing Fee"). Upon your approval, Recyclebank will commence providing these agreed upon additional marketing services and include the Marketing Fee as a reoccurring or one-time fee (depending on the services) in the monthly invoice(s) to you. Recyclebank does not guarantee personnel availability for additional customization beyond the standard materials provided within the Marketing Materials. You will be held accountable for only those additional costs and expenses, under this or any other provision of this Agreement, expressly authorized by you in writing.

d. Final Approval. You may consult with Recyclebank on specific marketing methods, programs or community outreach ideas which may be available to promote the Rewards Program. Recyclebank expressly reserves the right to review and provide final approval on all marketing methods and materials used to promote the Rewards Program if its company name, registered trademark(s), trade dress, logo or any part of the Marketing Materials, in whole or in part, is included.

4. Account Management.

a. Training. Recyclebank will provide training to your designated personnel on the Rewards Program, its process and procedures and all related materials. This designated personnel shall be identified and agreed upon by the Parties before training commences.

b. Customer Service. Recyclebank will provide customer service made available to Participating Households via e-mail, internet and telephone.

5. Reporting.

Recyclebank will provide you on a quarterly basis during the Term standard reporting that reflects the performance of the Rewards Program in the Municipality under this Agreement. The reporting will be in the format provided under Exhibit A herein which is provided strictly for informational purposes. All Participating Household data contained in the reporting is the exclusive property of Recyclebank and is provided to you under a limited, non-exclusive, non-transferable, revocable license during the Term of this Agreement. You will maintain all such data strictly confidential in keeping with this Agreement and will use the data for internal purposes only. You will not be entitled to receive, nor will Recyclebank be required to provide, any additional information Participating Households submit to Recyclebank which Recyclebank collects through its standard business practice in keeping with the Recyclebank Membership Agreement and its Privacy Policy. Recyclebank may from time to time update or modify its standard reporting provided under Exhibit A at its sole discretion without any requirement to provide prior notification or seek prior approval. Reporting may at times be delayed due to system updates, reporting updates, the late reception of data from you or your agent (e.g. hauler), or otherwise. Recyclebank will communicate outages or scheduled reporting updates within a reasonable time and use best commercial efforts to minimize disruption in the reporting delivery and availability. If you wish to receive further information in addition to the information provided as part of the standard reporting, or amend the standard reporting to tailor to your specific qualifications, you may submit a detailed
request to Recyclebank for prior review and approval. Upon review, Recyclebank will communicate whether it will be able to accommodate the reporting request and the additional fee associated with implementing the request ("Additional Reporting Fee"). If you agree, Recyclebank will commence providing such reporting and including the Additional Reporting Fee as a reoccurring fee in the monthly invoices to you.

6. **Program Promotion and Material.**

You will work with Recyclebank to develop a joint marketing plan which may utilize joint resources to promote the Rewards Program. This effort will include, but not be limited to, developing promotional materials and participation in media and community events. Where Recyclebank secures a third party corporate sponsor for the Home Recycling Program under this Agreement, you agree to include the corporate sponsor of the Rewards Program in your promotional efforts and acknowledge and agree all references to such corporate sponsors and use of their respective trade names, trademarks, trade dress (collectively "Corporate Sponsor IP") is subject to those third parties’ prior review and approval. When a third party sponsorship becomes available, it does not affect your Service Fee. The corporate sponsorship is intended to provide additional resources to promote the Home Recycling Program without any cost to you, the Client. If the corporate sponsorship requires certain engagement and/or effort by you, Recyclebank will seek your prior approval.

You will actively promote the Rewards Program no less than four (4) times a year. This effort should include, but not be limited to, printing and distributing promotional materials to each Eligible Household informing them of the Rewards Program, new participating Reward Partners (if any), and earn opportunities. The initial communication should be a letter by the Municipality’s mayor to announce the Rewards Program. This requirement for quarterly promotions of the Rewards Program may include the use of newsletters, e-mails, social media and internet properties within the Municipality in an effort to inform Eligible Households. Recyclebank will design and approve all promotional material to support this effort.

7. **Customer Service Support.**

You will make available to Recyclebank all of your necessary personnel, programs and materials for Recyclebank to provide adequate training to your designated personnel to allow them to in turn provide accurate information on the Rewards Program as part of your customer service, if applicable. You or your agent agree to promptly and courteously handle customer calls originating from Participating Households relating to the Rewards Program. You will cooperate with Recyclebank in connection with providing Eligible Households a copy of Recyclebank’s Membership Agreement upon request.

IV. **Client Responsibilities**

You are responsible for collecting the recycling weight data within the Municipality and communicating it to Recyclebank in a timely manner in order for Recyclebank to administer the Rewards Program.
1. Eligible Household Address Information.
   a. Moves/Additions/Changes. You or your agent is responsible for communicating to Recyclebank’s Customer Service Department during the Term on a weekly basis any and all new and terminated Eligible Households within the Municipality. The weekly report shall be provided in a FTP transfer using the same format as the Address List.
   b. Route changes. In furtherance of sub-section above, you will promptly notify Recyclebank if there are any anticipated recycling pick-up Route changes following the launch of the Rewards Program or at any time during the Term of the Agreement to allow for proper administration of the Program.

2. Refuse & Recycling Data.
   a. Total Verified Weight. You agree to provide Recyclebank with certain refuse and recycling data collected within the Municipality. At the commencement of this Agreement, you will provide Recyclebank the total refuse and recycling tons collected within the Municipality for the fiscal year prior to Effective Date of this Agreement ("Total Verified Weight"), and thereafter, on the fifth (5th) business day of each calendar month during the Term the preceding calendar month’s total refuse and recycling tons collected within the Municipality ("Monthly Total Verified Weight"). The Total Verified Weight should be provided in a manner whereby the information is presented on a month to month basis similar to Monthly Total Verified Weight.
   b. Platform Weight. In addition to the above, you will provide Recyclebank all recycling truck’s activity per each Route and collection ("Platform Weight") conducted (weekly, biweekly, etc.) used to pick-up recycling in the Municipality. You will provide the Platform Weight within five (5) business days from the actual pick-up date.
   c. The Total Verified Weight, Monthly Total Verified Weight and Platform Weight will be delivered to Recyclebank in either .csv, xls, or .txt file format via FTP transfer.

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<th>Cancel no.</th>
<th>Route</th>
<th>Ticket</th>
<th>HR Wt</th>
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<td>11/14/10</td>
<td>7:00</td>
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</table>

   d. Data Transfer. You or your agent will be responsible for all monthly connectivity costs associated with the wi-fi or cellular Internet access necessary for storing, transmitting and downloading Recyclebank collected data.
   e. Data Reconciliation. You shall provide Recyclebank with all data reflecting the recycling activity during the preceding month as detailed under subsection (a), (b) and (c) above. In addition to the data, you will provide Recyclebank copies of all tickets associated with the Platform Weights entered by you or your agent(s). Recyclebank shall use Platform Weights to credit Participating Households’ Accounts reflecting their participating in the Home Recycling Program. Recyclebank reserves the right to use Monthly Total Verified Weight to credit participation provided this will not negatively impact the Participating Households.
f. **No or missing data.** In the event that Recyclebank receives incomplete, inaccurate, or undeterminable refuse and recycling data due to a technical issue, or does not receive any data from you under this provision, Recyclebank will (i) promptly notify you to immediately address the issue and (ii) proceed to credit Points to Participating Households to make-up for recycling that is not recorded due to any operational or maintenance issue outside of Recyclebank’s control. Should such manual Points exceed 5% of the total Points issued in any month during the Term, Recyclebank will invoice you $0.02 for each Point issued “manually” during that month on the following monthly invoice (“Manual Fee”).
EXHIBIT A

Standard Reporting Format

The reporting appearing below represents the format and information Recyclebank will provide you, the Client, as its standard reporting under the Agreement. This reporting example is provided strictly for informational purposes only and does not reflect the performance of any specific client nor the anticipated results of the Rewards Program in the Municipality.

Recycling Reporting
Anytown, USA

September 2012

Recyclebank®
### RecycleBank

#### Terminology + Definitions

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</tr>
<tr>
<td>Unique logins</td>
<td>E</td>
<td>Total number of unique logins by subscribed members</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>Unique visits</td>
<td>E</td>
<td>Total number of unique visits by subscribed members</td>
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<tr>
<td>Rewards Ordered</td>
<td>F</td>
<td>Total rewards ordered by subscribed members</td>
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<tr>
<td>Rewards Received</td>
<td>F</td>
<td>Total rewards received by subscribed members</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
- **ID** refers to an internal identifier.
- **REACH** indicates the reach of the Recycling Bank program.
- **OPERATIONS** signifies the engagement and participation metrics.
- **POINTS** track the points earned and spent by subscribed members.
- **ENGAGEMENT** measures user activity and reward usage.

---

**Abbreviations:**
- **Seq.** represents sequence numbers.
- **ID** indicates internal identifiers.

**Highlight:**
- **Estimated Dollars Saved** is the estimated monetary value of actual Rewards Ordered.
- **Estimated Cost** represents the potential money spent on local and national businesses due to actual recycling bank Rewards Ordered.
## Recycling Reporting by Client - Program Summary

### Anytown, USA

<table>
<thead>
<tr>
<th>Month</th>
<th>Jan '14</th>
<th>Feb '14</th>
<th>Mar '14</th>
<th>Apr '14</th>
<th>May '14</th>
<th>Jun '14</th>
<th>Jul '14</th>
<th>Aug '14</th>
<th>Sep '14</th>
<th>Oct '14</th>
<th>Nov '14</th>
<th>Dec '14</th>
<th>Total '14</th>
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<tr>
<td><strong>REACH</strong></td>
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<tr>
<td>Locations Served</td>
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<td>40,000</td>
<td>40,000</td>
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<td>Subscribers/Residents</td>
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<td>Feathersticks Per</td>
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<td><strong>OPERATIONS</strong></td>
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<tr>
<td>Normalized Participation Rate</td>
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<tr>
<td>Normalized Participation Rate Per Household</td>
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<td>Weight of Recycling</td>
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<td>Points Earned</td>
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<tr>
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</table>

**Up to date as of:** 08/30/2013
SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is entered into this 7/23/2015 day of 7/23/2015, 2015, between the City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and Recyclerewards, Inc., a foreign for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 151 West 26th Street, 11th Floor, New York, NY 10001 ("Contractor"). The City and Contractor shall collectively be referred to as the “Parties” and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on September 25, 2008, the City entered into an agreement with Contractor ("Agreement") to provide City with recycle reward services to residents including, among other things, the provision of technical training and support, container management and performance reports, incentive management and resident services, education and community outreach services, asset maintenance, marketing services, and other related services as more particularly described in the attached Agreement (collectively referred to herein as, “Services”); and

WHEREAS, on September 25, 2013, the Parties executed a First Amendment to Agreement ("First Amendment") to, among other things, extend the term of Agreement, update the Incentive Recycling Program portion of Services, and replace the fee schedule under the Agreement to forty cents ($0.43) per month per Eligible Household. Such amendments as more particularly described in the First Amendment, attached hereto; and

WHEREAS, the City Manager desires to amend the Agreement, as amended by the First Amendment, to set forth a new Term of Agreement and schedule of Fees; and

WHEREAS, the City Manager finds that entering into this Second Amendment to continue to provide recycling related Services to residents, serves the best interest of the City and supports the public health, safety, and welfare.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, the Parties agree as follows:

1. The Parties agree that this Second Amendment is incorporated into and made part of the Agreement (executed by the Parties on September 25, 2008), as subsequently amended by the First Amendment (executed by the Parties on September 25, 2013), both of which are attached hereto as “Exhibit A”.

2. Term. The Parties hereby amend the Agreement to provide the following new Term:

3.1.1 Term of Agreement. The Term of Agreement shall be two (2) years, commencing in June 8, 2015, and ending in June 7, 2017.
3.1.2 **Option to Renew Agreement.** The City reserves the right to extend the Agreement, for an additional three (3) years, on a year-by-year basis, with the mutual written consent of the City Manager and Contractor.

3. **Fees.** The Parties hereby amend the Agreement to provide the following new Fee structure:

3.1.1 Start-up fee is waived. If the City requests Contractor to direct mail to residents the announcement of Services, the appropriate per household cost will be charged. Digital announcement to past subscribed members is included at no charge.

3.1.2 Recurring Monthly Cost of Forty Cents ($0.43) per eligible household.

4. **Termination.** The Parties hereby amend the Agreement to allow the City Manager to terminate the Agreement, in his/her sole discretion at any time, with or without cause, with ninety (90) days written notice to Contractor.

5. **Severability.** Should any provision, paragraph, sentence, word or phrase contained in this Second Amendment be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

6. **Governing Law and Venue.** This Second Amendment shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

7. **Audit.** The City Manager reserves the right to audit the records of the Contractor covered by the Agreement at any time during the provision of Services and for a period of three years after final payment is made under by the City.

8. **Compliance with Laws.** Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

9. **Assignment of Services.** Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City Manager.

10. **Tax Exemption.** The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.
11. **Non-Exclusive Provision.** The Services to be provided by Contractor shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

12. **Binding Affect.** This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

13. **Anti-Discrimination.** Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance of Services under the Agreement.

14. **Priority.** All other terms, conditions and requirements contained in the Agreement and in the First Amendment, which have not been modified by this Second Amendment, shall remain in full force and effect.

15. **Disputes.** In the event of any dispute arising under or related to the Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16. **Counterparts.** This Second Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Second Agreement.

[The remainder of this page is intentionally left blank.]
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

Corporate Secretary or Witness:

By: ____________________________
Laurie Johnson
Print Name: ____________________________
Laurie Johnson
Date: ____________________________
7/23/2015

ATTEST:

Recyclerewards, Inc., a foreign for-profit corporation, “Contractor”:

By: ____________________________
Paul Winn
Print Name: ____________________________
Paul Winn
Date: ____________________________
7/23/2015

ATTEST:

City of North Miami, a Florida municipal corporation: “City”

By: ____________________________
Michael A. Etienne, Esq.
City Clerk
Print Name: ____________________________
Michael A. Etienne, Esq.
City Clerk
Date: ____________________________
7/23/2015

By: ____________________________
Aleem A. Ghany
City Manager
Print Name: ____________________________
Aleem A. Ghany
City Manager
Date: ____________________________
7/23/2015

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: ____________________________
Roland C. Galdos
Interim City Attorney
Print Name: ____________________________
Roland C. Galdos
Interim City Attorney
Date: ____________________________
THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT ("Third Amendment") is entered into this _____ day of 12/11/2017, 2017, between the City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and Recyclerewards, Inc., a foreign for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 443 Park Avenue South, 9th Floor, New York, NY 10016 ("Contractor"). The City and Contractor shall collectively be referred to as the “Parties” and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on September 25, 2008, the City entered into an agreement with Contractor ("Agreement") to provide City with recycle reward services to residents including, among other things, the provision of technical training and support, container management and performance reports, incentive management and resident services, education and community outreach services, asset maintenance, marketing services, and other related services as more particularly described in the attached Agreement (collectively referred to herein as, “Services”); and

WHEREAS, the City desires to amend the Agreement, as amended by the First Amendment, to set forth a new renewal term; and

WHEREAS, the City Manager finds that entering into this Third Amendment to continue to provide recycling related Services to residents, serves the best interest of the City and supports the public health, safety, and welfare.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, the Parties agree as follows:

1. The Parties agree that this Third Amendment is incorporated into and made part of the Agreement (executed by the Parties on September 25, 2008), as subsequently amended by the First Amendment (executed by the Parties on September 25, 2013) and the Second Amendment (executed by the parties on July 23, 2015), which are attached hereto as “Exhibit A”.

2. Term. The Parties hereby amend the Agreement to provide the following new renewal term:

   3.1.2 Option to Renew Agreement. The City reserves the right to renew this Agreement with the same pricing, terms, and conditions, for an additional three (3) successive one-year Term periods.

3. Governing Law and Venue. This Third Amendment shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

4. Binding Affect. This Third Amendment shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
5. **Priority.** All other terms, conditions and requirements contained in the Agreement, which have not been modified by this Third Amendment, shall remain in full force and effect.

6. **Counterparts.** This Third Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Third Agreement.

**IN WITNESS WHEREOF,** the Parties have caused this Third Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

**ATTEST:**

Corporate Secretary or Witness: 

By: [Signature]

Print Name: V. Edward Emanuel

Date: 12/8/2017

Recyclerewards, Inc., a foreign for-profit corporation, “Contractor”:

By: [Signature]

Print Name: Javier Flaim

Date: 12/8/2017

**ATTEST:**

City of North Miami, a Florida municipal corporation: “City”

By: [Signature]

City Clerk

By: [Signature]

Larry M. Spring, Jr.
City Manager

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: [Signature]

Jeff P H. Cazeau
City Attorney

IWO #17-628 (JLW)