

**CPR ("Cold Plant Recycling")
EQUIPMENT SERVICES AGREEMENT**

This Equipment Services Agreement ("Agreement") is entered on _____, 20__, by and between the following "**Parties**:"

GLOBAL RESOURCE RECYCLERS, INC., a Maryland corporation ("**Provider**"), located at 162 Lafayette Avenue, Maryland 20707

and

_____, a _____
corporation/limited liability company/partnership/proprietorship ("**Customer**") located at _____.

A G R E E M E N T

In consideration of the mutual benefits and obligations arising from this Agreement and other good and valuable consideration, receipt of which is acknowledged, the Parties agree that Provider will provide the use of certain equipment and an operator of that equipment to Customer to produce foam stabilizing base at Customer's site for a temporary period; upon the following terms and conditions (the "**Services**"):

1. Equipment. The equipment to be provided and used is Provider's KMA220 model, Wirtgen remixer equipped for (FSB) production ("**Equipment**"), Meeker A/C tanker and Belgrade Cement Silo.

2. Site. The Customer's site at which the Equipment is to be provided and used pursuant to this Agreement is located at _____, _____ ("**Site**"). The Site will be level, free of debris (county) (State) or obstructions, adequately served with water and readily accessible for the Services. Customer shall obtain and pay for any required permits, licenses and/or approvals by governmental or other authorities having jurisdiction over the Site relating to the performance of the Services at the Site.

3. Use/Customer Responsibility. Provider will transport or cause to be delivered the Equipment and an Operator (hereinafter defined) to the Site to provide FSB materials for Customer at Customer's Site. Customer shall provide:

- a Site that is acceptable to Provider
- the feed materials (asphalt cement (PG 64-22) at not less than 330° Fahrenheit), RAP (processed sized Recycled Asphalt Pavement 3/4" and smaller), Portland cement if desired, and water, ("**Feed Materials**")
- the labor and equipment to feed materials with front end loaders into the plant ("**Feed Process**") as requested by the Operator.

Customer acknowledges that the supply and quality of the Feed Materials and the Feed Process are entirely Customer's responsibility. Failure of the produced FSB materials to meet standards or requirements due to conditions of the Feed Materials or Feed Process shall not be the Provider's responsibility. (Ask for customer mix design if they have)

4. Mix Design. Customer may designate the mix design for the FSB to be produced (“**Mix Design**”). If Customer does not designate the Mix Design, Provider will determine the Mix Design, based on factors reasonably known to Provider. When determined, the Mix Design shall be entered on the attached Mix Design Sheet, which is made a part of this Agreement.

Determination method: *Check the applicable box (only one box):*

Customer hereby elects the Mix Design set forth on the attachment to this Agreement captioned, “Mix Design.”

Customer will provide the Mix Design in writing to Provider in form reasonably satisfactory to Provider prior to the date on which Provider ships the Equipment or dispatches the Operator to Customer’s Site, whichever is earlier.

Customer elects to have Provider determine the Mix Design. Customer agrees promptly to provide Provider all information and materials requested by Provider in order for Provider to make a reasonable determination of the Mix formula. Cost for P.E. to sample, lab test and develop mix design for use on specific job site is \$3,500.00.

5. Schedule. The schedule for the phases of the Services shall be:

- Delivery and installation of the Equipment; _____.
- Commencement of production: _____ at __:___.m.
- Completion of production: _____ at __:___.m.
- Removal of Equipment from the Site: _____ by __:___.m.

The date or time in this schedule may be modified by written consent of the Parties. Disruptions or delays caused by act of God or events beyond the control of the Parties (e.g., interfering weather, natural disasters such as floods or earth quakes, labor strikes, mechanical failure, unavailability of supplies) shall not constitute a failure of performance. Upon the occurrence of such an event, the Parties shall reschedule to resume the disrupted Services at first opportunity.

6. Operator. As part of the Services, Provider will provide a trained and skilled operator (“**Operator**”) who is an employee of Provider to operate the Equipment and coordinate with Customer’s personnel in the Services processes. The Operator will have a vehicle provided by Provider duly equipped to service the Equipment for normal operations. No person other than the Operator shall operate or in any way ride upon, work upon, attempt to service or manipulate the Equipment, except as directed by the Operator.

7. Charges and Payments. Customer shall pay Provider for all costs of the Services, including shipping the Equipment, travel of the Operator and his vehicle, accommodations and meals of the Operator (on a per diem basis), and for use of the Equipment, Operator and vehicle, as follows (See also the attached Rate Sheet, which is made a part of this Agreement):

IN WITNESS of which, each of the Parties have caused this Agreement to be executed below by its duly authorized officer, employee or agent.

CUSTOMER:

By: _____ date _____

Name:

Title:

PROVIDER:

Global Resource Recyclers, Inc.

By: _____ date _____

Harold C. Green, President

Attached rate sheet – 2013

Attached Mix Design Sheet

Rate Sheet
Cold Plant Recycling

1. KMA-220 Cole Plant Recycling, Meeker A/c tanker and Belgrade Cement Silo

- Day rate - \$4,000/day based on 8 hours
- Weekly rate - \$12,000/week based on 40 hours
- Monthly rate - \$30,000/month based on 160 hours
- Hourly rate - \$400/hour for all hours over 8 hrs/day
- Production Fee - Flat \$3.00/ton for estimated 5,000 tons.

2. Support vehicle – F450 Mechanics truck w/tools @ \$1.35/mile portal to portal

3. Operator Per Diem

- \$150.00/day for food and lodging

4. Operator:

- Roger Nist or Ken Brady
- Rate \$50/hour based on 40 hours/week
- Overtime rates of 1.5 times base rate applied for all over 40 hours/week

(Time includes minimum 1.00 hour daily for plant start-up and 1.00 hour shutdown at end of daily production run.)

5. QC/QA support activities:

- Develop mix designs including: sampling, lab testing and preparation of mix design with written report. \$3,500/mix design
- Daily onsite QC/QA includes visual inspection of work site, compaction testing as necessary along with written report. \$1,200/day

6. Destination Sheet/Tractor Trailer moving 3 pieces of equipment

From: Laurel, MD + return to portal

To: _____ (to be determined)
(county, State)

Miles: _____(one way) _____(round trip)

Delivery agent: _____;

7. Fuel:

Customer will provide all diesel fuel necessary to operate "CPR" and Meeker A/C tanker with generator.

8. Water:

Customer will provide clean potable water for both compaction and foaming water for A/C.

MIX DESIGN SHEET

As determined by Customer Provider, the Mix Design is as follows:

Customer Approval Initials

_____/date_____

Provider Approval Initials

_____/date_____