

**MASTER AGREEMENT
FOR
MUNICIPAL TEXTILE RECYCLING SERVICES**

Between the

CENTRAL CONNECTICUT SOLID WASTE AUTHORITY

and

BAY STATE TEXTILES, INC.

Dated as of July 11, 2014

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EXHIBIT A: Definitions

EXHIBIT B: Form of Recommended Participation Agreement

EXHIBIT C: CCSWA Member Municipalities

EXHIBIT D: General Effective Date Certificate

PREAMBLE

This **MASTER AGREEMENT FOR MUNICIPAL TEXTILE RECYCLING SERVICES** (this "Master Agreement") is made and dated as of the 11th day of July, 2014, by and between the **CENTRAL CONNECTICUT SOLID WASTE AUTHORITY** ("CCSWA"), a regional solid waste and resource recovery authority established under Chapter 103b of the Connecticut General Statutes, constituting a public body politic and corporate as well as a political subdivision of the State of Connecticut (the "State") established and created for the performance of an essential public and governmental function, and **BAY STATE TEXTILES, INC.**, a corporation organized under the laws of the State of Delaware, with its principal corporate headquarters located at 520 Washington Street, Pembroke, Massachusetts 02359 (the "Company"). CCSWA and the Company are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties." Except for the first two sentences of Section 2.1(a) hereof (which sentences shall become effective immediately upon the execution of this Master Agreement), the provisions of this Master Agreement shall become effective only as of the date on which the Participating Municipalities representing an aggregate population of at least 200,000 are committed to the Company via executed Participation Agreements (as defined in the Recitals), such date of general effectiveness (the "General Effective Date") to be established by the execution by CCSWA and the Company of the General Effective Date Certificate set forth as Exhibit D hereto.

WITNESSETH:

WHEREAS, CCSWA was established in 2010 as a Regional Resource Recovery Authority pursuant to Chapter 103b of the Connecticut General Statutes (the "General Statutes") to jointly manage solid waste disposal and recycling services on behalf of its municipal members; and

WHEREAS, the municipal members of CCSWA desire to reduce the amount of municipal solid waste generated within the municipality that must be disposed of in landfills or by incineration; and

WHEREAS, the municipal members of CCSWA have decided to have CCSWA conduct a joint procurement and negotiation process with proposing service vendors, including the Company, for a textile waste collection and recycling program; and

WHEREAS, having completed its joint procurement and negotiation process, CCSWA is now recommending to its municipal members an option of disposing of its textile recyclable materials; and

WHEREAS, municipal acceptance of such CCSWA recommended option will be evidenced by the decision of one or more CCSWA municipalities to enter into individual Participation Agreements for the provision of Acceptable Textile Recyclables (as defined in Exhibit A) disposal and processing services from a recommended vendor; and

WHEREAS, CCSWA has negotiated with the Company to create this Master Agreement and a Participation Agreement for recommendation to its municipal members; and

WHEREAS, on the basis of such negotiations with the Company, CCSWA has determined that it will recommend to its municipal members this Master Agreement and the attached form of municipal Participation Agreement with the Company set forth in Exhibit B, which, among other things, incorporates and implements the substantive Acceptable Textile Recyclables disposal, processing and payment provisions of this Master Agreement (each to be known herein as a "Participation Agreement" and collectively as the "Participation Agreements"); and

WHEREAS, each municipal member of CCSWA (each, a "CCSWA Member Municipality" and collectively, the "CCSWA Member Municipalities" as listed on Exhibit C hereto) that enters into a Participation Agreement (each, a "Participating Municipality" and collectively, the "Participating Municipalities") is authorized to do so by Chapters 98 and 103b of the General Statutes; and

WHEREAS, the Participating Municipalities desire for CCSWA to exercise certain collective coordination and enforcement rights with respect to the Participation Agreements, and CCSWA and the Company wish to enter into this Master Agreement to, among other purposes, set forth their understandings and agreements in connection therewith; and

WHEREAS, this Master Agreement and Exhibits (including the addition of a form of Participation Agreement) may be amended to provide for the participation of Non-Member Municipalities (as defined in Exhibit A hereto) with terms and conditions to be determined.

NOW, THEREFORE, in consideration of the undertakings and agreements hereinafter set forth and in reliance upon the preceding representations, the Parties agree as follows:

I. DEFINITIONS

1.1. Incorporation of Recitals

The recitals to this Master Agreement are incorporated into the body of this Master Agreement as a part hereof.

1.2. Specific Definitions

Capitalized terms herein have the meanings ascribed to such terms defined herein or in Exhibit A hereto.

1.3. General Definitions and Construction

As used in this Master Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in this Master Agreement include the plural as well as the singular;

- (b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;
- (c) the words “herein,” “hereof and “hereunder” and words of similar import refer to this Master Agreement as a whole and not to any particular Article, Section or other subdivision;
- (d) the words “include” and “including” shall be deemed to be followed by the words “without limitation”;
- (e) words of any gender shall be construed to include any other gender; and
- (f) in the case of any discrepancy or conflict between the name and title of any person referred to herein, the title shall control.

II. CONTRACT SERVICES AND COLLECTION RESPONSIBILITIES

2.1. Acceptable Textile Recyclables Services to be Provided by the Company

- (a) This Master Agreement represents a firm and binding commitment by the Company to offer the forms, terms and conditions of this Master Agreement and the Participation Agreement (a form of which is attached hereto as Exhibit B) to the CCSWA Member Municipalities; provided, however, that CCSWA will not recommend that any of the CCSWA Member Municipalities execute a Participation Agreement, and the Company shall not enter into a Participation Agreement with any CCSWA Member Municipality, unless all required approvals and Permits are in place. The Company and the CCSWA Member Municipalities may enter into Participation Agreements until October 1, 2014.

Subject to the terms of this Master Agreement and the Participation Agreements, on and after the Commencement Date (as defined in each individual Participation Agreement) and continuing during the term of each Participation Agreement, the Company shall accept for recycling (and recycle) all Acceptable Textile Recyclables that the Company collects from a Participating Municipality.

- (b) The Company shall provide all Collection Boxes (as defined in Exhibit A), in the amounts and placed in the locations in a particular Participating Municipality, as specified under each Participation Agreement (which amounts and locations may be amended by mutual agreement of the Company and a Participating Municipality under the Participation Agreement).
- (c) The Company shall obtain, maintain and pay for, at the Company’s sole expense (or cause its Subcontractors to obtain, maintain and pay for), any Permit (as defined in Exhibit A) required under any Applicable Law (as defined in Exhibit A) necessary to fulfill each of its obligations and the obligations of any of its Subcontractors under this Master Agreement and the Participation Agreements (such obligations collectively referred to as the “Contract Services”) and shall promptly provide copies of the same to CCSWA. To the extent permitted by Applicable Law, CCSWA and the Participating Municipalities shall use reasonable efforts to provide the Company with any information or documents under their control that the Company reasonably requests in order to obtain

or maintain any temporary and/or permanent Permit, license, certificate, inspection fee, surcharge and other approval required for the performance of Contract Services. The Company hereby agrees to give prompt notice to CCWSA of the loss of any of the above described Permits, licenses, franchises, or other governmental approvals, which notice shall set forth the reasons for such loss.

- (d) The Company shall be liable for all fines or penalties of whatever kind that may be imposed by any regulatory agency for its violations of Permits, regulations or any other Applicable Laws in connection with its performance of Contract Services. CCWSA shall not be liable for and shall not reimburse the Company for payment of such fines or penalties.
- (e) The Company shall pay all royalties, fees and license payments, if any, that are directly related to the Company's performance of the Contract Services and shall defend all suits and hold the CCWSA and the Participating Municipalities harmless from any loss resulting therefrom in accordance with this Master Agreement and the Participation Agreements.

2.2. Collection Responsibility, Collection Schedule and Collection Boxes

- (a) On and after the Commencement Date of a Participation Agreement and continuing during the term of such Participation Agreement, the Company shall empty the Collection Boxes every fourteen (14) days or more or less frequently as specified in each Participation Agreement, or as may be amended by mutual agreement of the Company and a Participating Municipality.
- (a) The Company shall be responsible to collect, process and dispose of Acceptable Textile Recyclables. Except as caused by a Company Permitted Failure (as defined in Section 5.1 of this Master Agreement), any costs incurred by a Participating Municipality in connection with the Company's failure to collect Acceptable Textile Recyclables, including, without limitation, any collection, delivery or disposal costs so incurred, shall be paid or reimbursed by the Company, and none of such costs shall be borne by CCWSA or any Participating Municipality.
- (b) Each Collection Box shall be (i) secured with tamper-proof locks, (ii) labeled to instruct the public not to leave items outside of the Collection Box, (iii) labeled with a unique identification number, and (iv) labeled with the name of the Company, as well as a contact phone number and instructions on notifying the Company of a Collection Box overflow. Within twenty-four (24) hours of notification, the Company shall empty the overflowing Collection Box.
- (c) If a Collection Box becomes damaged or vandalized, it shall be the responsibility of the Company to remove and replace such Collection Box prior to the next scheduled date for emptying such Collection Box.

2.3. Term of Master Agreement

Except for the first two sentences of Section 2.1(a) hereof (which shall become effective immediately upon the execution of this agreement), the respective provisions of this Master Agreement shall be effective as of the General Effective Date, all as described in the Preamble, and end immediately after the termination of the last Participation Agreement, as such Participation Agreement may be extended (the "Term"), unless this Master Agreement is itself extended to a later date through a written amendment signed by the Parties.

III. FEES, EXPENSES AND PAYMENTS

3.1. Statements and Recycling Payments by Company

- (a) After the Commencement Date, the Company shall submit a statement to each Participating Municipality, with a copy to CCSWA, no later than the tenth (10th) day (or the next business day if such tenth (10th) day is not a business day) of each month following the close of the prior month. Each such statement shall certify the Tons (as defined in Exhibit A) of Acceptable Textile Recyclables which were collected by the Company from such Participating Municipality and the total amount of Recycling Payment (as defined in Section 3.3 below) then owed to such Participating Municipality in sufficient detail to allow a full accounting in accordance with this Master Agreement and the respective Participation Agreement.
- (b) The Company shall pay the amount of Recycling Payment then owed to the Participating Municipality under this Master Agreement and its Participation Agreement no later than the twenty-fifth (25th) day or the next business day if such twenty-fifth (25th) day is not a business day.
- (c) Absent any material error therein, the net payment obligations of the Company, as provided above, and subject to the dispute resolution rights of the Participating Municipalities set forth in Section 3.1(d) of this Master Agreement, (i) shall be absolute and unconditional, (ii) shall not be subject to any abatement, reduction, setoff, counterclaim, recoupment, defense (other than payment) or other right which the Company may have against the Participating Municipality, and (iii) shall survive the expiration or earlier termination of such Participation Agreement.
- (d) In the event of any dispute as to any portion of a statement or Recycling Payment presented by the Company to a Participating Municipality pursuant to Sections 3.1(a) or 3.1(b) above, the Participating Municipality shall have (i) thirty (30) calendar days from the receipt of any such statement to notify the Company that it is contesting the validity of any said amount of Tons and (ii) thirty (30) calendar days from the receipt of any such Recycling Payment, or the discovery of the dispute within a reasonable period of time, whichever is later, to notify the Company that it is contesting the amount of Recycling Payment. Such notice shall identify the disputed statement or Recycling Payment, state the amount in dispute and set forth a full statement of the grounds on which such dispute

is based. If the Company and the Participating Municipality are unable to resolve any such dispute through discussions between themselves, then either party may commence an action in the Superior Court of the State in accordance with Section 6.16 of this Master Agreement. If it is finally determined or adjudicated that one party owes all or any part of the disputed amount to the other party, such owing party shall pay (1) such amount plus a late payment penalty of five percent (5.00%) per annum on such amount (applied over the period from the date of the statement or Rebate Payment in question to the date of actual payment) and (2) the prevailing party's court costs and reasonable attorneys' fees to the prevailing party within twenty (20) business days of such final determination or adjudication.

- (e) The Participating Municipality shall promptly provide CCSWA with a copy of any notice of a dispute pursuant to this Section 3.1.

3.2. Promotional Activities, No Fees for Contract Services and Administration Fees

- (a) The Participating Municipality and the Company may, separately or jointly, institute activities (e.g., marketing, contests and advertising) designed to promote the flow of Acceptable Textile Recyclables to the Collection Boxes; provided, however, that such activities shall be as designated in or allowed by the Participation Agreement and as agreed to in writing between the Company and the Participating Municipality. Such activities may be financed separately or jointly, by the Company and the Participating Municipality. The Company and the Participating Municipality may co-brand or label Collection Boxes as agreed to in the Participation Agreement.
- (b) Neither CCSWA nor any of the Participating Municipalities shall be required to pay the Company any fees associated with the collection by the Company of Acceptable Textile Recyclables or the performance by the Company of Contract Services.
- (c) Each Participating Municipality which is also a CCSWA Member Municipality shall pay CCSWA a Textile Recycling Agreement Administrative Fee (the "Administrative Fee") equal to three percent (3%) of the amount of the Recycling Payments received by such Participating Municipality. Such Administrative Fee payments shall be paid in arrears on a semiannual basis at the time of payment by the Participating Municipalities of their respective membership fees (currently due on January 1 and July 1 of each year).

3.3. Recycling Payment and Adjusted Recycling Payment

- (a) During the Initial Term (as defined in Section 2.6 of the Participation Agreement) of each Participation Agreement, the Company shall provide a payment to each Participating Municipality in the amount of \$100 for each Ton of Acceptable Textile Recyclables (a "Recycling Payment") collected by the Company from such Participating Municipality during each month of a Contract Year. At least 150 days prior to the end of the Initial Term, CCSWA and the Company shall open negotiations and determine the Recycling Payment for the First Extension (as defined in Section 2.6 of the Participation Agreement) no later than sixty (60) days prior to the end of the Initial Term.

Additionally, at least 150 days prior to the end of the First Extension, CCSWA and the Company shall open negotiations and determine the Recycling Payment for the Second Extension (as defined in Section 2.6 of the Participation Agreement) no later than sixty (60) days prior to the end of the First Extension.

- (b) Each Participating Municipality that is in compliance with its Participation Agreement and this Master Agreement shall be entitled to a more favorable per Ton rate in the amount of such rate paid by the Company to any other municipality in the State pursuant to a contract entered into by the Company and such other municipality with substantially the same terms and conditions (the "Adjusted Recycling Payment"). Such Adjusted Recycling Payment shall be in effect for the earlier of (i) the end of the Term of this Master Agreement and each Participation Agreement (ii) the date on which the Company is no longer paying another municipality in the State pursuant to a contract such higher rate.

IV. ADDITIONAL OPERATIONAL COVENANTS

4.1. Contract Management

The Company and CCSWA shall each assign a single point of contact with respect to this Master Agreement (each, a "Contract Manager"). It is anticipated that the Parties' Contract Managers will not change during the period when this Master Agreement is in force; however, in the event that a change is necessary, the Party making the change will provide prompt written notice to the other Party.

<p><u>Company Contract Manager:</u></p> <p>Paul Curry President boston2674@aol.com (508) 415-3855 520 Washington St. Pembroke, MA 02359</p>	<p><u>CCSWA Contract Manager:</u></p> <p>Jennifer March-Wackers Municipal Services Manager jwackers@crcog.org (860) 522-2217 ext. 239 241 Main Street Hartford, CT 06106-5310</p>
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- The Company Contract Manager shall serve as the interface between the CCSWA Contract Manager and all of the Company personnel participating in the delivery of Contract Services;
- The Company Contract Manager and the CCSWA Contract Manager shall communicate at least quarterly to discuss the performance of the parties under this Master Agreement and the Participation Agreements; and
- The Company Contract Manager shall be responsible for the management and deployment of Company personnel to perform the Contract Services.

All written documents interchanged by the Parties shall be delivered in machine-readable format, capable of being completely and accurately reproduced by computer software on a laser printer. All itemized and/or annotated lists shall be delivered in computer spreadsheets, capable of being imported to Microsoft Excel 2000 or later. All in-person meetings shall be held in a mutually convenient location agreed to by the Contract Managers. "Virtual" meetings such as teleconferences are an acceptable form of meeting. Both the Company and CCSWA will make best efforts to schedule meetings at least five (5) full business days in advance, with reasonable accommodation of attendees' schedules. All meeting results will be described in a follow-up report generated by the Company's Contract Manager and approved by the CCSWA Contract Manager, which approval shall not be unreasonably withheld.

The Contract Managers from each organization shall bear the primary responsibility for ensuring resolution of disputed issues.

4.2. Records, Accounts and Reporting

- (a) The Company shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of the transactions relating to the Contract Services, including records of the quantity and characteristics of Acceptable Textile Recyclables collected by the Company. Such records shall be maintained during the Term of this Master Agreement and shall be available for inspection by an Authorized Representative of CCSWA or any Participating Municipality during normal business hours upon two (2) business days' prior written notice to the Company.
- (b) During the term of its Participation Agreement, each Participating Municipality shall maintain any records it may have in connection with this Master Agreement and its Participation Agreement, and any such records shall be available for inspection by an Authorized Representative of the Company during normal business hours two (2) business days' prior written notice to the Participating Municipality.
- (c) The Company shall provide (i) to each Participating Municipality a monthly report of Tons of material collected from the Collection Boxes in each Participating Municipality, with a copy to CCSWA and (ii) annually to CCSWA a breakdown of tonnage exported and tonnage shipped domestically by the Company.

4.3. Scales and Weighing

- (a) Each Company collection vehicle shall be equipped with a hamper scale in order to weigh and log the weight of the contents of each Collection Box. For Collection Boxes that are trailers, such trailers shall be weighed on a scale located within each Participating Municipality and designated by such Participating Municipality. The Company and each Participating Municipality may memorialize agreements related to the weighing of Acceptable Textile Recyclables in the respective Participation Agreement.
- (b) CCSWA or a Participating Municipality may perform inspections and recheck weights.

Any disputes shall be resolved as provided herein.

4.4. Non-Compete

- (a) During the Term of this Master Agreement, CCSWA shall not enter into a contract with a party other than the Company for the provision of the collection of Acceptable Textile Recyclables (as defined in Exhibit A).
- (b) During the term of each Participation Agreement, except as otherwise provided in such Participation Agreement, the Participating Municipality shall not enter into a contract or agreement with a party other than the Company for the provision of the collection of Acceptable Textile Recyclables; provided, however, that this provision shall not prevent organizations other than the Participating Municipality from collecting such materials on private property or property not otherwise owned or controlled by such Participating Municipality.

4.5. Insurance

On the date of its execution of this Master Agreement, the Company shall be required to furnish CCSWA with a Certificate of Insurance evidencing the insurance coverage set forth below be issued by an insurance company licensed to conduct business in the State which has at least an "A-" rating according to Best Publications latest edition of its Key Rating Guide. CCSWA and, within a reasonable time after the execution of a Participation Agreement, the Participating Municipality executing the same, shall be named as an Additional Insured as its interest may appear on all such coverage. Failure to maintain such required insurance coverage and to name CCSWA and each Participating Municipality as an Additional Insured will be grounds for termination of this Master Agreement.

- Comprehensive General Liability including Contractual Liability, Products Completed Operations Insurance, as applicable, with limits of not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence, and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence, and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles shall be the sole responsibility of the Company to pay and/or indemnify;
- Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated in the paragraph above; and
- Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 for each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.

In addition:

- (a) The insurance requirements shall apply to all Subcontractors;
- (b) All policies shall be on the occurrence form; any exception must be authorized by CCSWA, which consent shall not be unreasonably withheld;
- (c) Acceptable evidence of coverage will be on the ACORD form or a form with the same format;
- (d) All renewal certificates shall be furnished at least ten (10) business days prior to policy expiration; and
- (e) Each certificate shall contain a thirty (30) day notice of cancellation.

4.6. Hold Harmless and Indemnification

- (a) In addition to its obligation to provide insurance as specified in this Master Agreement, the Company shall indemnify, defend, save and hold harmless CCSWA and the Participating Municipalities, including but not limited to, their elected officials and officers, employees, representatives and agents (collectively, the "Municipal Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' and consultants' fees, and will defend the Municipal Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property arising out of (i) the Company's performance or non-performance of its obligations under this Master Agreement and the Participation Agreements, (ii) the breach of any obligation of the Company contained in this Master Agreement or any Participation Agreement, or (iii) any misrepresentation or breach of warranty by the Company contained in this Master Agreement or any Participation Agreement. Notwithstanding anything herein to the contrary, the Company shall not, however, be required to reimburse or indemnify any Municipal Indemnified Party for loss or claim arising out of the willful misconduct, recklessness, or negligence of such Municipal Indemnified Party, and the Municipal Indemnified Party whose willful misconduct, recklessness, or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse the Company (without duplication) for the costs of defending any suit as required above. A Municipal Indemnified Party shall promptly notify the Company of the assertion of any claim against such Municipal Indemnified Party for which it may be entitled to be indemnified hereunder, shall give the Company the opportunity to defend such claim with legal counsel reasonably acceptable to such Municipal Indemnified Party, and the Company shall not settle such claim without the approval of the Municipal Indemnified Party, which approval shall not be unreasonably withheld. In addition to such legal counsel retained by the Company, a Municipal Indemnified Party shall have the right to employ separate counsel in response to the assertion of any claim against it for which it may be entitled to indemnification hereunder, but the fees and expenses of such counsel shall be paid by the Municipal Indemnified Party. These indemnification provisions are for the protection of the Municipal Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section 4.6(a) shall

survive the expiration or earlier termination of this Master Agreement or any Participation Agreement. In claims against any Municipal Indemnified Party by an employee of the Company, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 4.6(a) shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Company or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

- (b) To the extent permitted by law, each Participating Municipality shall indemnify, defend, save and hold harmless the Company and its officers, members, managers, employees, representatives, agents and permitted assigns (collectively, the "Company Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' and consultants' fees, and will defend the Company Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property arising out of (i) the performance or non-performance by such Participating Municipality of its obligations under this Master Agreement and its Participation Agreement, (ii) the breach of any obligation of such Participating Municipality contained in this Master Agreement or its Participation Agreement, or (iii) any misrepresentation or breach of warranty by such Participating Municipality contained in this Master Agreement or its Participation Agreement. Notwithstanding anything herein to the contrary, no Participating Municipality shall, however, be required to reimburse or indemnify any Company Indemnified Party for loss or claim arising out of the willful misconduct, recklessness, or negligence of such Company Indemnified Party, and the Company Indemnified Party whose willful misconduct, recklessness, or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse the affected Participating Municipality (without duplication) for the costs of defending any suit as required above. A Company Indemnified Party shall promptly notify the affected Participating Municipality of the assertion of any claim against such Company Indemnified Party for which it may be entitled to be indemnified hereunder, shall give such Participating Municipality the opportunity to defend such claim with legal counsel reasonably acceptable to such Company Indemnified Party, and the Participating Municipality shall not settle such claim without the approval of the Company Indemnified Party, which approval shall not be unreasonably withheld. In addition to such legal counsel retained by the Participating Municipality, a Company Indemnified Party shall have the right to employ separate counsel in response to the assertion of any claim against it for which it may be entitled to indemnification hereunder, but the fees and expenses of such counsel shall be paid by the Company Indemnified Party. These indemnification provisions are for the protection of the Company Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section 4.6(b) shall survive the expiration or earlier termination of this Master Agreement or any Participation Agreement.

4.7. Company Representations and Warranties

The Company hereby represents, warrants and covenants as follows to CCSWA and the

Participating Municipalities:

(1) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite power and authority to do business in the State, and has all necessary licenses and Permits to enter into and perform each of its obligations under this Master Agreement and any Participation Agreement.

(2) The Company's execution and delivery of this Master Agreement and any Participation Agreement and compliance by the Company with all of the provisions of such documents: (a) are within the Company's authority and powers, (b) will not conflict with or result in any breach of or constitute a default under any resolution, agreement, articles of organization or other instrument to which the Company is a party or by which it may be bound or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency having jurisdiction over the Company or any of its activities or properties, and (c) have been duly authorized by all necessary action on the part of the Company, so that upon execution by all parties thereto, this Master Agreement and each Participation Agreement will constitute valid and binding agreements of the Company enforceable upon the Company in accordance with their respective terms.

(3) To the best of the Company's information and belief, there are no actions, suits, proceedings, inquiries or investigations pending, or to the Company's best knowledge threatened, against or affecting the Company in any court or before any governmental authority or tribunal which might materially and adversely affect the Company's ability to perform its obligations under this Master Agreement and any Participation Agreement.

(4) The Contract Services shall be fully performed in a skillful and workmanlike manner.

(5) The Company has thoroughly examined all Contract Services documents and has made all investigations necessary to be thoroughly informed regarding requirements for delivery of products, equipment and/or services as required by this Master Agreement and the Participation Agreements.

(6) The Company (i) is a duly qualified, capable, and experienced entity, (ii) is not in receivership or contemplating same, (iii) has not filed for bankruptcy, and (iv) is not currently delinquent with respect to payment of property taxes in any state.

(7) All applicable copyrights, patents, trade secrets, licenses and other proprietary and intellectual property rights that may exist on materials, products and services used in the performance of the Contract Services have been adhered to, and CCSWA and the Participating Municipalities shall not be liable for any infringement of third-party intellectual rights by the Company or its Subcontractors, and any intellectual property rights held by the Company and granted to CCSWA or the Participating Municipalities under this Master Agreement and/or the Participation Agreements shall apply for the duration of this Master

Agreement and the Participation Agreements. In connection with this warranty, the Company agrees to and shall indemnify, save, defend and hold harmless CCSWA and the Participating Municipalities, their officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including, without limitation, expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing copyrights, patents, trade secrets, licenses and other proprietary or intellectual property rights applicable to materials used in the performance of this Master Agreement and the Participation Agreements.

In the event that an infringement suit or proceeding arises, the Company shall, at its sole cost and expense, secure for CCSWA and the Participating Municipalities the right to continue using all products and Contract Services provided under this Master Agreement and the Participation Agreements, or it shall, at its sole cost and expense for all consequences of such action, replace or modify all or part of its provision of the Contract Services found to be infringing in order to render it non-infringing.

In connection with the Company representations, warranties and covenants set forth hereinabove, CCSWA and the Participating Municipalities reserve the right to perform reasonable periodic monitoring of the Company's compliance with the terms of this Master Agreement and the Participation Agreements and the adequacy and timeliness of the Company's performance hereunder and thereunder.

The Company expressly acknowledges that CCSWA and the Participating Municipalities have relied on the Company's representations, warranties and covenants concerning its Subcontractors, officers, employees, agents or representatives who will be performing the Contract Services, including, without limitation, their experience and qualifications, and that if any other Person is to replace any such Subcontractor, officer, employee, agent or representative, such Person shall have equivalent qualifications and experience. The Company agrees to provide CCSWA and the Participating Municipalities with such information regarding the qualifications of its Subcontractors and staff, including professionals and others, as is reasonably required by CCSWA and the Participating Municipalities to verify that present and subsequent Contract Services are being rendered by competent and trained personnel.

4.8. CCSWA Representations and Warranties

CCSWA hereby represents, warrants and covenants as follows to the Company:

(1) CCSWA is a regional resource recovery authority created under the provisions of Chapter 103b of the General Statutes, and as such, has all requisite power and authority to enter into and perform each of its obligations under this Master Agreement.

(2) CCSWA's execution and delivery of this Master Agreement and CCSWA's compliance with all of its provisions: (a) are within CCSWA's authority and powers, (b) will not conflict with or result in any breach of or constitute a default under any ordinance, resolution, agreement, articles of organization or other instrument to which CCSWA is a party or by which it may be bound or any license, judgment, decree, law, statute, order, rule

or regulation of any court or governmental agency having jurisdiction over CCSWA or any of its activities, and (c) have been duly authorized by all necessary action on the part of CCSWA, so that upon execution by all parties thereto, this Master Agreement will constitute a valid and binding agreement of CCSWA enforceable upon CCSWA in accordance with its terms.

(3) To the best of CCSWA's information and belief, there are no actions, suits, proceedings, inquiries or investigations pending, or to CCSWA's best knowledge threatened against or affecting CCSWA in any court or before any governmental authority or tribunal which might materially and adversely affect CCSWA's ability to perform its obligations under this Master Agreement.

4.9. Municipal Representations and Warranties

By executing its Participation Agreement, each Participating Municipality shall represent, warrant and covenant as follows to CCSWA and the Company:

(1) The Participating Municipality has all requisite power and authority to enter into and perform each of its obligations under this Master Agreement and its Participation Agreement.

(2) The Participating Municipality's execution and delivery of its Participation Agreement and the Participating Municipality's compliance with all of its provisions, including, without limitation, that document's incorporation and implementation of the obligations of a Participating Municipality as set forth in this Master Agreement (a) are within the Participating Municipality's authority and powers, (b) will not conflict with or result in any breach of or constitute a default under any ordinance, resolution, agreement, articles of organization or other instrument to which the Participating Municipality is a party or by which it may be bound or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency having jurisdiction over the Participating Municipality or any of its activities or properties, and (c) have been duly authorized by all necessary action on the part of the Participating Municipality, so that upon execution by all parties thereto, this Master Agreement and such Participation Agreement will constitute valid and binding agreements of the Participating Municipality enforceable upon the Participating Municipality in accordance with their respective terms.

(3) To the best of the Participating Municipality's information and belief, there are no actions, suits, proceedings, inquiries or investigations pending, or to the Participating Municipality's best knowledge threatened, against or affecting the Participating Municipality in any court or before any governmental authority or tribunal which might materially and adversely affect the Participating Municipality's ability to perform its obligations under this Master Agreement and its Participation Agreement.

4.10. Subcontractors

The Company shall remain liable for all work performed by its Subcontractors in the provision

of Contract Services, and neither CCSWA nor any Participating Municipality shall be liable for the payment of any wages, materials or other expenses of any Subcontractor, and the Company hereby agrees to indemnify, defend, save and hold harmless CCSWA and each Participating Municipality from any such claims; provided, however, that no portions of the Contract Services may be subcontracted in the first instance unless (1) CCSWA shall give prior written approval to such subcontract in writing, which approval shall not be unreasonably withheld; (2) any document incorporated into any such subcontract shall be approved as to form and legality by CCSWA legal counsel; (3) all of the terms, covenants, conditions and provisions of this Master Agreement and the Participation Agreements shall have been incorporated in such subcontract, and the Subcontractor shall have agreed in writing to assume, perform and be bound by all of the terms, covenants, conditions and provisions of this Master Agreement and the Participation Agreements, including, without limitation, the representations as to its expertise set forth in this Master Agreement. In the event of a Company Default (as defined in Section 5.1 of this Master Agreement), at their option, CCSWA and the Participating Municipalities shall be granted an assignment of the duties and obligations of the Subcontractors to perform the Contract Services.

4.11. Company Information

- (a) The Company shall regularly maintain and provide, as updates occur, the Participating Municipality with the following information:
 - (i) The description, registration, license plate number, or other identification information for each vehicle to be used for performing the Contract Services.
 - (ii) The names and resident state of the persons providing Contract Services.
- (b) All employees of the Company or Subcontractors shall carry identification which identifies their name and affiliation with the Company, and, if applicable, an employee identification number.

V. EVENTS OF DEFAULT AND REMEDIES

5.1. Company Default

Any of the following occurrences or acts shall constitute a Company event of default ("Company Default") under this Master Agreement:

- If the Company or any of its Subcontractors shall fail to perform any aspect of the Contract Services or to perform or observe any of the other covenants, conditions or agreements required on the part of the Company and its Subcontractors as set forth in this Master Agreement or any Participation Agreement and such failure has not been cured within thirty (30) calendar days of written notice thereof to the Company; or
- If the Company or any of its Subcontractors shall repeatedly fail to perform any aspect of the Contract Services, repeatedly fail to empty overflowing Collection Boxes, or

repeatedly fail to perform or observe any of the other covenants, conditions or agreements required on the part of the Company and its Subcontractors as set forth in this Master Agreement or any Participation Agreement even if such failure shall have been cured within thirty (30) calendar days of written notice thereof to the Company; or

- If the Company makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

In the event of a Company Default, CCSWA and/or any affected Participating Municipality shall promptly provide the Company with a written notice of such default, and the Company shall have a period of thirty (30) calendar days after receipt of such notice to cure such default. Subject to the provisions of Section 5.7 of this Master Agreement, the obligation of the Company and its Subcontractors to perform one or more Contract Services may be suspended to the extent that a Change in Law or Force Majeure Event makes it impossible or materially more expensive to perform those Contract Services at a particular Participating Municipality (a "Company Permitted Failure"). If after claiming a Company Permitted Failure, the Company or its Subcontractors suspend one or more Contract Services at a Participating Municipality without immediately substituting equal Contract Services, each affected Participating Municipality shall have the discretionary right to terminate its Participation Agreement after a suspension period of thirty (30) calendar days. In addition, in each such case, the affected Participating Municipality may suspend the Company's Contract Services for the duration of the Company Permitted Failure. In the event of any Company Permitted Failure, the Company shall provide written notice to each affected Participating Municipality and CCSWA within three (3) calendar days of such event, describing the event and its impact on the Company's provision of Contract Services and setting forth the anticipated duration of such Company Permitted Failure, the available alternative service options and the estimated cost of such alternative services.

5.2. Company Default Remedies

If any Company Default shall have occurred and be continuing after the cure period provided herein, CCSWA and/or any affected Participating Municipality may elect to pursue any one or more of the following remedies, in any combination or sequence:

- Require the Company to correct or cure such Company Default to the satisfaction of

CCSWA and/or any affected Participating Municipality; and/or

- In the event of a Company Default affecting the Company's provision of Contract Services under a Participation Agreement, the affected Participating Municipality shall have the discretionary right to suspend or terminate such Participation Agreement, in which case CCSWA shall have the discretionary right to sever such Participation Agreement from this Master Agreement and the other Participation Agreements, so that suspension or termination of such Participation Agreement will not affect the enforceability of this Master Agreement or any other Participation Agreement; and/or
- Require the Company to pay or reimburse CCSWA or an affected Participating Municipality for any expenses incurred by CCSWA or an affected Participating Municipality related to a Company Default; and/or
- Commence such judicial and/or other action at law or in equity as it deems necessary to obtain adequate relief, including compensatory damages, in order to remedy or cure such Company Default.

The selection of any remedy for Company Default by CCSWA or an affected Participating Municipality shall not prevent either party from pursuing any other remedy for Company Default provided hereunder and shall not constitute a waiver by either party of any other right or remedy, subject, however, to the limitations set forth in Section 5.8 of this Master Agreement.

5.3. CCSWA Default

The failure of CCSWA to perform or observe any of the covenants, conditions or agreements required on the part of CCSWA as set forth in this Master Agreement, if not cured within thirty (30) calendar days of written notice thereof to CCSWA, or the repeated failure to perform or observe any of such covenants, conditions or agreements even if such failure shall have been cured within thirty (30) calendar days of written notice thereof to CCSWA, shall constitute a CCSWA event of default ("CCSWA Default") under this Master Agreement.

In the event of a CCSWA Default, the Company shall promptly provide CCSWA with a written notice of such default, and CCSWA shall have a period of thirty (30) calendar days after receipt of such notice to cure such default.

5.4. CCSWA Default Remedies

If any CCSWA Default shall have occurred and be continuing after the cure period provided herein, the Company may elect to pursue any one or more of the following remedies, in any combination or sequence:

- Require CCSWA to correct or cure such CCSWA Default to the satisfaction of the Company; and/or
- Commence such judicial and/or other action at law or in equity as it deems necessary to

obtain adequate relief, including compensatory damages, in order to remedy or cure such CCSWA Default.

The Company's selection of any remedy for a CCSWA Default shall not prevent the Company from pursuing any other remedy for a CCSWA Default provided hereunder and shall not constitute a waiver by the Company of any other right or remedy, subject, however, to the limitations set forth in Section 5.8 of this Master Agreement.

5.5. Participating Municipality Default

Any of the following occurrences or acts which are not the result of a Municipal Permitted Failure (as defined below in this Section 5.5) shall constitute a Participating Municipality event of default ("Participating Municipality Default") under this Master Agreement:

- If a Participating Municipality shall fail to perform or observe any of the covenants, conditions or agreements required on its part as set forth in this Master Agreement or its Participation Agreement and such failure has not been cured within thirty (30) calendar days of written notice thereof to the Participating Municipality; or
- If a Participating Municipality shall repeatedly fail to perform or observe any of the covenants, conditions or agreements required on its part as set forth in this Master Agreement or its Participation Agreement even if such failure shall have been cured within thirty (30) calendar days of written notice thereof to the Participating Municipality; or
- If a Participating Municipality makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

In the event of a Participating Municipality Default, the Company shall promptly provide CCSWA and the defaulting Participating Municipality with a written notice of such default, and the Participating Municipality shall have a period of thirty (30) calendar days after receipt of such notice to cure such default. Subject to the provisions of Section 5.7 of this Master Agreement, the obligation of a Participating Municipality to perform or observe its covenants, conditions and agreements contained in this Master Agreement and its Participation Agreement may be suspended by that Participating Municipality to the extent that a Change in Law or

Force Majeure Event makes it impossible or materially more expensive to perform such obligations (a "Municipal Permitted Failure").

5.6. Participating Municipality Default Remedies

If any Participating Municipality Default shall have occurred and be continuing after the cure period provided herein, the Company may elect to pursue any one or more of the following remedies, in any combination or sequence:

- Require the defaulting Participating Municipality to correct or cure such Participating Municipality Default to the satisfaction of the Company; and/or
- Suspend or terminate the Participation Agreement of the defaulting Participating Municipality, in which case CCSWA shall have the discretionary right to sever such Participation Agreement from this Master Agreement and the other Participation Agreements, so that suspension or termination of such Participation Agreement will not affect the enforceability of this Master Agreement or any other Participation Agreement; and/or
- Cease making any Recycling Payment payments to the defaulting Participating Municipality during the pendency of such Participating Municipality Default; and/or
- Commence such judicial and/or other action at law or in equity as it deems necessary to obtain adequate relief, including compensatory damages, in order to remedy or cure such Participating Municipality Default.

The Company's selection of any remedy for a Participating Municipality Default shall not prevent the Company from pursuing any other remedy for a Participating Municipality Default provided hereunder and shall not constitute a waiver by the Company of any other right or remedy, subject, however, to the limitations set forth in Section 5.8 of this Master Agreement.

In the event of a Participating Municipality Default, CCSWA shall have the right to sever the affected Participation Agreement from this Master Agreement and the other Participation Agreements, so that such Participating Municipality Default will have no effect on the compliance of CCSWA and the other Participating Municipalities under this Master Agreement or the other Participation Agreements.

5.7 Force Majeure Event Obligations

Any excuse of non-performance hereunder due to reliance on a Change in Law or Force Majeure Event shall be only to the minimum extent reasonably forced on the party claiming to rely on such event, and such party shall continue to perform all other responsibilities hereunder and under each applicable Participation Agreement. The fact that a party is relying on a Force Majeure Event shall not relieve such party from using reasonable efforts to overcome or remove such event, and such party shall attempt to remedy with reasonable dispatch the cause or causes of the Force Majeure Event on which it is relying; provided, however, the settlement of strikes,

lockouts, work slowdowns and other similar industrial or labor actions or legal actions or administrative proceedings in connection therewith shall be entirely in the discretion of the party relying on any such Force Majeure Event, and such party shall not be required to make settlement of strikes, lockouts, work slowdowns and other similar industrial or labor actions or legal actions or administrative proceedings in connection therewith when such settlement is unfavorable in the reasonable judgment of such party.

5.8 Limitation of Liability

No party shall be liable or obligated in any manner to pay damages other than compensatory damages (not including special, punitive, incidental or similar damages) plus reasonable attorneys' fees and litigation expenses on claims arising out of the performance or non-performance by such party of its obligations under this Master Agreement or any Participation Agreement or the transactions contemplated hereby and thereby, whether such claims are based upon contract, tort, warranty or some other legal theory. Rather, each party's obligations shall be limited to those expressly set out and assumed by each party under this Master Agreement and the Participation Agreements.

VI. ADDITIONAL AGREEMENTS

6.1. Amendments

This Master Agreement may be amended from time to time by a writing duly authorized and executed by the Parties.

6.2. Severability

If any provision of this Master Agreement shall for any reason be determined to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions hereof, and this Master Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein. Further, it is understood and agreed that each of the Participation Agreements is a separate and distinct contract, and as such, a default under one Participation Agreement shall not constitute a default under any other Participation Agreement or this Master Agreement.

6.3. Execution of This Document

This Master Agreement may be executed in any number of original or facsimile counterparts, all of which when so executed and delivered will together constitute one and the same instrument. If the Parties elect to execute this Master Agreement by facsimile or other electronic means, the same shall have the same force and effect as if this Master Agreement had been manually executed by the Parties in one complete document, and the Parties shall exchange wet-signature original signature pages within a reasonable time after such execution.

6.4. Waiver

Unless specifically provided for a written waiver signed by the party against whom such waiver is to be enforced, no delay or failure to exercise a right resulting from any breach of this Master Agreement or any Participation Agreement or failure to insist upon the strict performance of any of the terms and conditions of this Master Agreement or any Participation Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. If any covenant or agreement contained in this Master Agreement or any Participation Agreement is breached by any party and thereafter waived by another party, such waiver will be limited to the particular breach so waived in writing and will not be deemed to waive any other breach of this Master Agreement or such Participation Agreement. Making payments or applying credits pursuant to this Master Agreement and any Participation Agreement during the existence of a dispute shall not constitute a waiver of any claims or defenses of the party making such payment or applying such credit.

6.5. Entirety

This Master Agreement and the Participation Agreements merge and supersede all prior negotiations, representations, and agreements among the parties hereto and thereto relating to the subject matter hereof and thereof and constitute the entire agreement among the parties hereto and thereto.

6.6. Notices

All notices or other communications required to be given or authorized to be given by either Party hereunder shall be in writing and shall be served personally, or sent by certified or registered mail, or recognized overnight carrier, addressed: in the case of CCSWA, to the individual named as the CCSWA Chairperson, Central Connecticut Solid Waste Authority, c/o the Capitol Region Council of Governments at 241 Main Street, 4th Floor, Hartford, Connecticut, 06106, and in the case of the Company, to the individual named as the Company Contract Manager in Section 4.1, Bay State Textiles, Inc., 520 Washington Street, Pembroke, Massachusetts 02359. All notices sent by certified or registered mail, or recognized overnight carrier, shall be effective when received. All notices required to be sent to a Participating Municipality shall be sent to the address thereof set forth in the applicable Participation Agreement.

6.7. Conformity with Laws

The Parties agree to abide by and to conform to all Applicable Laws; provided, however, that nothing in this Section 6.7 shall require either Party to comply with any law, the validity or applicability of which shall be contested in good faith and, if necessary or desirable, by appropriate legal proceedings.

6.8. Assignment

The Company agrees to retain control and to give full attention to the fulfillment of this Master Agreement and the Participation Agreements, and the Contract Services to be performed under this Master Agreement and the Participation Agreements shall not be assigned or sublet without the prior written consent of CCSWA, which consent shall not be unreasonably withheld. No official, employee, representative or agent of CCSWA has the authority to approve any assignment under this Master Agreement or any Participation Agreement unless that specific authority is expressly granted after a vote confirming such assignment by the municipal members of CCSWA at a duly-called meeting thereof. The Company further agrees that the subletting of any portion or feature of the Contract Services provided hereunder or under any Participation Agreement, or materials required in the performance of such Contract Services shall not relieve the Company from its full obligations to CCSWA and the Participating Municipalities as provided by this Master Agreement and the Participation Agreements.

6.9. Successors

This Master Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the Company, CCSWA and the Participating Municipalities and any and all successors and permitted assigns.

6.10. Dispute Resolution

All disputes, differences, controversies or claims pertaining to or arising out of or relating to this Master Agreement or the breach hereof which the Parties are unable to resolve themselves, shall be resolved by a court of competent jurisdiction in the State (including the appellate courts thereof) in accordance with Section 6.16 of this Master Agreement, unless the Parties agree to do so by binding arbitration or non-binding mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut. The Party seeking to initiate arbitration or mediation shall do so by submitting a formal written request to the other Party and to the American Arbitration Association, or such other Person or arbitration/mediation service as the Parties may agree upon. All statements of any nature made in connection with such arbitration or mediation shall be privileged and shall not be admissible in any subsequent court or other proceeding involving or related to the same claim to the maximum extent consistent with the rules and procedures governing any such arbitration or mediation. The Parties shall share the cost of any mediation, with the Company paying fifty percent (50%) of the cost and CCSWA paying the remaining fifty percent (50%). With respect to any dispute settled by litigation or binding arbitration, the prevailing party shall be entitled to recover its reasonable costs of engaging in such litigation or binding arbitration, including, without limitation, reasonable attorneys' fees, from the non-prevailing party.

6.11. Relationship Among the Parties

The Company is an independent company and not an officer, employee or agent of CCSWA or any Participating Municipality. Therefore, it is mutually agreed that this Master Agreement and each Participation Agreement is a contract for services and not a contract of employment, and

that, as such, the Company and its employees and any and all Subcontractors and their employees shall not be entitled to any employment benefits from CCSWA or any Participating Municipality such as, but not limited to vacation, sick leave, insurance, worker's compensation, and pension and retirement benefits. All personnel matters affecting the Company team responsible for providing the Contract Services shall be the responsibility of the Company.

6.12. Disclaimer of Agency or Third-Party Beneficiary Rights

Except for the rights conferred upon CCSWA under this Master Agreement and the Participation Agreements, in no event shall anything in this Master Agreement and the Participation Agreements be deemed to confer upon any Person or entity agency status or third-party beneficiary rights.

6.13. Copyright

No reports or other documents produced in whole or in part under this Master Agreement or any Participation Agreement shall be subject to an application for copyright by or on behalf of the Company.

6.14. Findings Confidential

All of the information, reports, and documents provided by the Company to CCSWA or any Participating Municipality under this Master Agreement and the Participation Agreements shall become the property of CCSWA and the Participating Municipalities upon payment of the compensation therefor as provided in this Master Agreement and the Participation Agreements.

6.15. Cumulative Rights and Remedies

All rights and remedies of the Company, CCSWA and the Participating Municipalities under this Master Agreement and the Participation Agreements shall be cumulative, and the exercise or beginning of the exercise by any party of any of its rights or remedies hereunder and thereunder shall not preclude that party from exercising any other right or remedy granted hereunder or thereunder.

6.16. Governing Law and Venue

This Master Agreement and each Participation Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. The Parties agree that the venue for any legal proceeding with respect to this Master Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford.

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IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be executed by their duly authorized officers as of the day and year first hereinabove set forth.

CENTRAL CONNECTICUT SOLID WASTE AUTHORITY


Name: Jeff Bridges
Title: Chairman

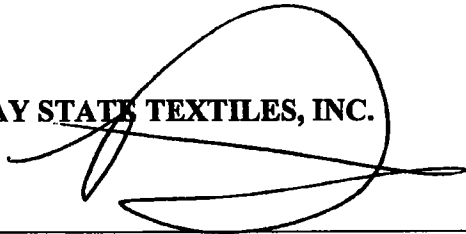
BAY STATE TEXTILES, INC.

Name: Director
Title:

EXHIBIT A

DEFINITIONS

As used in this Master Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms listed in this Exhibit A shall have the following meanings:

“Acceptable Textile Recyclables” means, at a minimum, the materials shown on the table below. This list of Acceptable Textile Recyclables may be modified by mutual written agreement of the Company and CCSWA as markets for additional materials enable the addition of such materials to this list.

All items must be clean and dry. Items may be worn, torn or stained.

Footwear

Shoes	Boots	Sneakers
Heels	Work Boots	Cleats
Pumps	Dress Boots	Slippers
Sandals	Winter Boots	Flip Flops

Clothing

Tops	Pants	Undergarments
Sweaters	Jeans	Socks
Sweatshirts	Sweatpants	T-Shirts
Dresses	Skirts	Slips
Tank Tops	Shorts	Pajamas
Blazers	Slacks	Coats

Accessories

Hats	Gloves	Scarfs
Pocketbooks	Duffle Bags	Totes
Belts	Ties	Bathrobes

Linens

Sheets	Pillows	Comforters
Blankets	Dish Towels	Throw Rugs
Draperies	Table Linens	Placemats

Stuffed Animals

“Administrative Fee” means the Textile Recycling Agreement Administrative Fee as set forth in Section 3.2(c).

“Applicable Law” or **“Applicable Laws”** means any Environmental Law or any other law, rule, code, standard, regulation, requirement, consent decree, order, consent agreement, permit, guideline, action or determination issued by any governmental body having

jurisdiction over facilities or services related to the Contract Services, including, without limitation, the transfer, handling, hauling, transportation, recycling and disposal of Acceptable Textile Recyclables and Hazardous Waste, and any other transaction or matter contemplated in this Master Agreement and the Participation Agreements (including any of the foregoing which concern procurement contracting, health, safety, fire, environmental protection, solid waste transportation, recycling and disposal, materials recovery processing, quality and use, labor relations, mitigation monitoring plans, building codes, nondiscrimination and the payment of minimum or prevailing wages).

“Adjusted Recycling Payment” has the meaning set forth in Section 3.3(b).

“Authorized Representative” means any officer, employee, elected official or other Person eligible under, and properly authorized to act on behalf of the party in question for purposes of this Master Agreement or any Participation Agreement.

“CCSWA” has the meaning set forth in the Preamble.

“CCSWA Default” has the meaning set forth in Section 5.3.

“CCSWA Member Municipality” or “CCSWA Member Municipalities” has the meaning set forth in the Recitals.

“Change in Law” means any of the following events or conditions occurring after the General Effective Date which materially increase the cost to a party of performing its obligations under this Master Agreement or a Participation Agreement or render it impossible for a party to perform such obligations:

- (a) the adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to the General Effective Date, duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency or governmental official having jurisdiction; or
- (b) the order and/or judgment of any federal, state or local court, administrative agency, or governmental officer or body if such order and/or judgment is not also the result of willful or negligent action or lack of reasonable diligence on the part of the party relying on such order and/or judgment, provided that the contesting in good faith or the failure to contest any such order and/or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence on the part of the party claiming such reliance; or

- (c) the suspension, termination, interruption or failure of renewal of any Permit, license, consent, authorization or approval essential to the performance by any party of its obligations under this Master Agreement or the Participation Agreements, if it is not also the result of willful or negligent action or a lack of reasonable diligence on the part of the party claiming the benefit of such event, provided that the contesting in good faith of any such suspension, termination, interruption or failure of renewal shall not be construed as willful or negligent action or a lack of reasonable diligence on the part of such party claiming such benefit; and further provided that a Change in Law shall not include a lack of funds or other adverse financial event, or economic hardship resulting from a party's performance of or compliance with any of the covenants or obligations contained in this Master Agreement or a Participation Agreement, including, without limitation, compliance with any Applicable Law.

"Collection Boxes" means suitable collection boxes, bins or trailers designed for the collection of Acceptable Textile Recyclables, and labeled and further described in Section 2.2(a).

"Commencement Date" has the meaning set forth in Section 2.1(a).

"Company" has the meaning set forth in the Preamble.

"Company Default" has the meaning set forth in Section 5.1.

"Company Permitted Failure" has the meaning set forth in Section 5.1.

"Contract Manager" and "Contract Managers" have the meanings set forth in Section 4.1.

"Contract Services" means the obligations of the Company and the obligations of any Subcontractors as described under this Master Agreement and the Participation agreements, including but not limited to those obligations described in Article II hereof.

"Contract Year" means each twelve-month period during the Term of this Master Agreement and/or the term of any Participation Agreement, commencing on the Commencement Date thereof.

"Environmental Law" shall mean any current or future legal requirement pertaining to: (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water or groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Waste or (e) pollution (including any release to air, land, surface water and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq., Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., Clean Air Act, as amended, 42 U.S.C. 7401 et seq.,

Toxic Substances Control Act of 1975, 15 U.S.C. §§ 2601 et seq., Hazardous Wastes Transportation Act, 49 U.S.C. App. §§ 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300(f) et seq., any similar, implementing or successor law, including, without limitation, laws enacted by the State of Connecticut or any other State, and any amendment, rule, regulation, order, or directive issued thereunder.

“First Extension” has the meaning set forth in Section 2.6 of the Participation Agreements.

“Force Majeure Event” means an event occurring after the General Effective Date which is not within the reasonable control of, and without fault or negligence on the part of, the party relying on such event which prevents the party depending upon such event from performing its obligations under this Master Agreement or any Participation Agreement or makes it materially more expensive to perform such obligations, including, without limitation: strikes, riots, war, fire, an act of God or other physical event such as a landslide, lightning, hurricane, tornado, very high wind, blizzard, ice storm, drought, flood, fire or explosion; provided, that a Force Majeure Event shall not include a lack of funds or other adverse financial event, or economic hardship resulting from a party’s performance of or compliance with any of the covenants or obligations contained in this Master Agreement or a Participation Agreement, including, without limitation, compliance with any Applicable Law.

“General Effective Date” has the meaning set forth in the Preamble.

“General Statutes” has the meaning set forth in the Recitals.

“Hazardous Waste” means (a) hazardous waste as defined in Section 22a-115(1) of the General Statutes.

“Initial Term” has the meaning set forth in Section 2.6 of the Participation Agreements.

“Master Agreement” has the meaning set forth in the Preamble.

“Non-Member Municipality” or “Non-Member Municipalities” means a Connecticut municipality not currently a CCSWA Member Municipality.

“Participating Municipality” has the meaning set forth in the Recitals.

“Participating Municipality Default” has the meaning set forth in Section 5.5.

“Participating Municipalities” has the meaning set forth in the Recitals.

“Participation Agreement” or “Participation Agreements” has the meaning set forth in the

Recitals.

“Municipal Permitted Failure” has the meaning set forth in Section 5.5.

“Party” and “Parties” have the respective meanings set forth in the Preamble.

“Permit” means any and all permits, licenses, approvals, certificates of public convenience and necessity, franchises or authorizations that must be issued by any governmental entity having jurisdiction thereof to legally enable the Company to carry out the Contract Services.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization, or any governmental agency or other governmental authority.

“Recycling Payment” has the meaning set forth in Section 3.3(a).

“Second Extension” has the meaning set forth in Section 2.6 of the Participation Agreements.

“State” has the meaning set forth in the Preamble.

“Subcontractor” means every Person (other than employees of the Company) employed or engaged by the Company or any Person directly or indirectly in privity with the Company (including every sub-Subcontractor of whatever tier) for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.

“Term” has the meaning set forth in Section 2.3.

“Ton” means 2,000 pounds.

EXHIBIT B

RECOMMENDED PARTICIPATION AGREEMENT

**PARTICIPATION AGREEMENT
FOR
MUNICIPAL TEXTILE RECYCLING SERVICES**

Between the

TOWN (CITY) OF _____, CONNECTICUT

and

BAY STATE TEXTILES, INC.

Dated as of _____, 2014

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EXHIBIT A: COLLECTION BOXES

EXHIBIT B: PUBLIC INFORMATION AND MARKETING STRATEGY

PREAMBLE

This **PARTICIPATION AGREEMENT FOR MUNICIPAL TEXTILE RECYCLING SERVICES** (this "Participation Agreement") is made and dated as of the ____ day of _____, 2014, by and between the **TOWN (CITY) OF _____, CONNECTICUT**, (the "Municipality"), a municipality and political subdivision of the State of Connecticut (the "State"), and **BAY STATE TEXTILES, INC.**, a corporation organized under the laws of the State of Delaware, with its principal corporate headquarters located at 520 Washington Street, Pembroke, Massachusetts 02359 (the "Company"). The Municipality and the Company are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties". All capitalized but undefined terms used herein shall have the meaning ascribed thereto in the Master Agreement for Municipal Textile Recycling Services (the "Master Agreement") dated as of _____, 2014 between the Central Connecticut Solid Waste Authority ("CCSWA"), a regional solid waste and resource recovery authority established under Chapter 103b of the Connecticut General Statutes (the "General Statutes"), constituting a public body politic and corporate as well as a political subdivision of the State established and created for the performance of an essential public and governmental function, and the Company.

WITNESSETH:

WHEREAS, CCSWA was established pursuant to Chapter 103b of the General Statutes to jointly manage recycling and solid waste disposal services on behalf of its municipal members; and

WHEREAS, the municipal members of CCSWA have decided to have CCSWA conduct a joint procurement and negotiation process with proposing service vendors, including the Company; and

WHEREAS, having completed its joint procurement and negotiation process, CCSWA has recommended to its municipal members a service option for the processing and disposal of Acceptable Textile Recyclables; and

WHEREAS, on the basis of its negotiations with the Company, CCSWA has determined that the service option it will recommend to its municipal members is the Master Agreement and this Participation Agreement; and

WHEREAS, CCSWA and the Company have executed and entered into the Master Agreement, which sets forth most of the substantive terms of the Acceptable Textile Recyclables processing, collection and payment arrangements which will govern the rights, obligations and other aspects of the relationship between the Municipality and the Company; and

WHEREAS, the Municipality wishes to avail itself of the Acceptable Textile Recyclables processing, collection and disposal services of the Company, as set forth in

Section 2.2 of this Participation Agreement, and the Municipality and the Company wish to enter into this Participation Agreement to set forth their understandings and agreements in connection therewith.

NOW, THEREFORE, in consideration of the undertakings and agreements hereinafter set forth and in reliance upon the preceding representations, the Parties agree as follows:

I. DEFINITIONS

1.1. Incorporation of Recitals

The recitals to this Participation Agreement are incorporated into the body of this Participation Agreement as a part hereof.

1.2. Specific Definitions

Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms herein or in the Master Agreement.

1.3. General Definitions and Construction

As used in this Participation Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in this Participation Agreement include the plural as well as the singular;
- (b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;
- (c) the words “herein,” “hereof” and “hereunder” and words of similar import refer to this Participation Agreement as a whole and not to any particular Article, Section or other subdivision;
- (d) the words “include” and “including” shall be deemed to be followed by the words “without limitation;”
- (e) words of any gender shall be construed to include any other gender; and
- (f) in the case of any discrepancy or conflict between the name and title of any person referred to herein, the title shall control.

II. IMPLEMENTATION AND RESPONSIBILITIES

2.1. Purpose of this Participation Agreement; Incorporation of Relevant Master Agreement Provisions

The purpose of this Participation Agreement is to implement and give effect to the

relevant substantive provisions of the Master Agreement as they affect the Municipality specifically in its relationship with the Company. Therefore, whether explicitly stated or not, references herein to this Participation Agreement shall incorporate all relevant provisions of the Master Agreement.

2.2. Acceptable Textile Recyclables Services to be Provided by the Company

On and after the General Effective Date and during the term of this Participation Agreement as set forth in Section 2.6 hereof, the Company hereby agrees to provide the Municipality with the Contract Services set forth in the Master Agreement and this Participation Agreement.

2.3. Incorporation of the Master Agreement

The Company hereby agrees to be bound by all relevant terms, provisions, rights, obligations, representations and warranties set forth in the Master Agreement, as implemented by its execution of this Participation Agreement.

2.4. Collection Box Locations and Procedures

- (a) The quantity, type and location of the Collection Boxes shall be as designated in Exhibit A hereto.
- (b) Procedures. The Company shall empty the Collection Boxes at the frequency as provided in the Master Agreement, except as provided in Exhibit A hereto.
- (c) Amendment to Exhibit A. The quantity, type and location of the Collection Boxes and the frequency of collection may be amended by mutual agreement of the Parties and memorialized in and attached hereto as an amended Exhibit A.

2.5. Promotions, Advertising and Marketing

The Company and the Municipality hereby agree to the Public Information and Marketing Strategy, provided in Exhibit B hereto. The Public Information and Marketing Strategy may be determined and amended by mutual written consent of the Parties.

2.6. Term of Participation Agreement

This Participation Agreement shall first become binding and effective on the Parties on the General Effective Date as defined in the Master Agreement, which shall be the Commencement Date of this Participation Agreement (the "Commencement Date").

Starting with the Commencement Date, this Participation Agreement shall last for an initial term of three (3) years (the "Initial Term"), with an option, upon the mutual written agreement of the Municipality and the Company, to extend such Initial Term for an additional two (2) years (the "First Extension"), and to extend for a subsequent additional two (2) years (the "Second Extension") (collectively, the "Participation Agreement").

Term”).

2.7. Non-Compete

- (a) The Company and the Municipality hereby agree to the following exceptions to Section 4.4 of the Master Agreement:

[List here any agreements or commitments by the Municipality to allow other organizations to collect Acceptable Textile Recyclables on public property.]

- (b) The Company and the Municipality may agree by mutual written consent to exceptions to Section 4.4 of the Master Agreement.

III. ADDITIONAL AGREEMENTS

3.1. Amendments

This Participation Agreement may be amended from time to time by a writing duly authorized and executed by the Parties.

3.2. Severability

If any provision of this Participation Agreement shall for any reason be determined to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions hereof, and this Participation Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

3.3. Execution of This Document

This Participation Agreement may be executed in any number of original or facsimile counterparts, all of which when so executed and delivered will together constitute one and the same instrument. If the Parties elect to execute this Participation Agreement by facsimile or other electronic means, the same shall have the same force and effect as if this Participation Agreement had been manually executed by the Parties in one complete document, and the Parties shall exchange wet-signature original signature pages within a reasonable time after such execution.

3.4. Waiver

Unless specifically provided for by a written waiver signed by the party against whom such waiver is to be enforced, no delay or failure to exercise a right resulting from any breach of this Participation Agreement or failure to insist upon the strict performance of any of the terms and conditions of this Participation Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. If any covenant or agreement contained

in this Participation Agreement is breached by any party and thereafter waived by another party, such waiver will be limited to the particular breach so waived in writing and will not be deemed to waive any other breach of this Participation Agreement. The making of or acceptance of payments pursuant to the Master Agreement and this Participation Agreement during the existence of a dispute shall not constitute a waiver of any claims or defenses of the party making or accepting such payment.

3.5. Entirety

This Participation Agreement merges and supersedes all prior negotiations, representations, and agreements among the parties hereto and thereto relating to the subject matter hereof and thereof and constitutes the entire agreement among the Parties hereto.

3.6. Notices

All notices or other communications required to be given or authorized to be given by either Party hereunder and under the Master Agreement shall be in writing and shall be served personally, or sent by certified or registered mail, or recognized overnight carrier, addressed: in the case of the Municipality to _____, and in the case of the Company, to the individual named as the Company Contract Manager in the Master Agreement, Bay State Textiles, Inc., 520 Washington Street, Pembroke, Massachusetts 02359. All notices sent by certified or registered mail, or recognized overnight carrier, shall be effective when received. All notices required to be sent to CCSWA shall be sent to the address thereof set forth in the Master Agreement.

3.7. Conformity with Laws

The Parties agree to abide by and to conform to all Applicable Laws; provided, however, that nothing in this Section 3.7 shall require either Party to comply with any law, the validity or applicability of which shall be contested in good faith and, if necessary or desirable, by appropriate legal proceedings.

3.8. Assignment

The Company agrees to retain control and to give full attention to the fulfillment of the Master Agreement and this Participation Agreement, and the Contract Services to be performed for the benefit of the Municipality under the Master Agreement and this Participation Agreement shall not be assigned or sublet without the prior written consent of the Municipality, which consent shall not be unreasonably withheld. The Company further agrees that the subletting of any portion or feature of the Contract Services provided under the Master Agreement and this Participation Agreement, or materials required in the performance of such Contract Services shall not relieve the Company from its full obligations to the Municipality as provided by the Master Agreement and this Participation Agreement.

3.9. Successors

This Participation Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the Company, CCSWA and the Municipality and any and all successors and permitted assigns.

3.10. Dispute Resolution

All disputes, differences, controversies or claims pertaining to or arising out of or relating to this Participation Agreement or the breach hereof which the Parties are unable to resolve themselves, shall be resolved by a court of competent jurisdiction in the State (including the appellate courts thereof) in accordance with Section 3.16 of this Participation Agreement, unless the Parties agree to do so by binding arbitration or non-binding mediation. Any arbitration or mediation proceedings shall be held in Hartford, Connecticut. The Party seeking to initiate arbitration or mediation shall do so by submitting a formal written request to the other Party and to the American Arbitration Association, or such other Person or arbitration/mediation service as the Parties may agree upon. All statements of any nature made in connection with such arbitration or mediation shall be privileged and shall not be admissible in any subsequent court or other proceeding involving or related to the same claim to the maximum extent consistent with the rules and procedures governing any such arbitration or mediation. The Parties shall share the cost of any mediation, with the Company paying fifty percent (50%) of the cost and the Municipality paying the remaining fifty percent (50%). With respect to any dispute settled by litigation or binding arbitration, the prevailing party shall recover its reasonable costs of engaging in such litigation or binding arbitration, including, without limitation, reasonable attorneys' fees, from the non-prevailing party.

3.11. Relationship Among the Parties

The Company is an independent company and not an officer, employee or agent of the Municipality. Therefore, it is mutually agreed that this Participation Agreement is a contract for services and not a contract of employment, and that, as such, the Company and its employees and any and all Subcontractors and their employees shall not be entitled to any employment benefits from the Municipality such as, but not limited to: vacation, sick leave, insurance, worker's compensation, and pension and retirement benefits. All personnel matters affecting the Company team responsible for providing the Contract Services shall be the responsibility of the Company.

3.12. Disclaimer of Agency or Third-Party Beneficiary Rights

Except for the rights conferred upon CCSWA under the Master Agreement and this Participation Agreement, in no event shall anything in the Master Agreement and this Participation Agreement be deemed to confer upon any Person or entity agency status or third-party beneficiary rights.

3.13. Copyright

No reports or other documents produced in whole or in part under this Participation Agreement shall be subject to an application for copyright by or on behalf of the Company.

3.14. Findings Confidential

All of the information, reports, and documents provided by one party to another under the Master Agreement and this Participation Agreement shall become the property of the party receiving such material upon payment of any required compensation therefor as provided in the Master Agreement and this Participation Agreement.

3.15. Cumulative Rights and Remedies

All rights and remedies of the Company and the Municipality under this Participation Agreement and the Master Agreement shall be cumulative, and the exercise or beginning of the exercise by any Party of any of its rights or remedies hereunder and thereunder shall not preclude that Party from exercising any other right or remedy granted hereunder or thereunder.

3.16. Governing Law and Venue

The Master Agreement and this Participation Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. The Parties agree that the venue for any legal proceeding with respect to the Master Agreement and this Participation Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford.

[The remainder of this page is blank.]

IN WITNESS WHEREOF, the Parties have caused this Participation Agreement to be executed by their duly authorized officers as of the day and year first hereinabove set forth.

TOWN (CITY) OF _____, CONNECTICUT

Name:

Title:

BAY STATE TEXTILES, INC.

Name:

Title:

EXHIBIT A

COLLECTION BOXES

Town (City) of _____, Connecticut

Dated: _____

<u>Location (Address)</u>	Collection Box Description and ID Number	<u>Size</u>	Collection <u>Frequency/Schedule</u>

EXHIBIT B

PUBLIC INFORMATION AND MARKETING STRATEGY

Town (City) of _____, Connecticut

EXHIBIT C

CCSWA MEMBER MUNICIPALITIES

The following is a list of the CCSWA Member Municipalities as of the date of this Master Agreement, which list of CCSWA Member Municipalities may be amended from time to time.

Avon
Bloomfield
Bolton
Canton
Cromwell
East Granby
Enfield
Farmington
Glastonbury
Granby
Hartford
Manchester
Simsbury
South Windsor
Wethersfield

EXHIBIT D

GENERAL EFFECTIVE DATE CERTIFICATE

Central Connecticut Solid Waste Authority ("CCSWA") and Bay State Textiles, Inc. (the "Company"), hereby certify that the Participating Municipalities representing at least an aggregate population of 200,000 have been committed to the Company pursuant to executed Participation Agreements and, therefore, the General Effective Date of that certain Master Agreement dated as of _____, 2014 between CCSWA and the Company (the "Master Agreement") has been triggered. All capitalized but undefined terms in this certificate shall have the meaning assigned thereto in the Master Agreement.

CENTRAL CONNECTICUT SOLID WASTE AUTHORITY

Name:

Title:

BAY STATE TEXTILES, INC.

Name:

Title: