

SKETCH SETTLEMENT TERMS

In settlement of all claims in this case, whether in the complaint, amended complaint, third party complaint or third party counterclaim, the parties have reached the following agreement:

1) Peter van der Linde, van der Linde Housing, Inc., Container Rentals, LLC, (“van der Linde” defendants) are to pay to the plaintiff the sum of Six hundred Thousand Dollars (\$600,000.00) in five (5) equal annual installments beginning on or before June 30, 2010 and on or before each June 30 thereafter until paid. The right of anticipation is reserved without penalty, provided that partial anticipation shall not constitute a waiver of the obligation to make annual payments as set forth above. Payment of the entire balance shall be guaranteed by Peter van der Linde, van der Linde Housing, Inc. and Container Rental LLC. At the option of the plaintiff, this obligation is to be evidenced by a writing such as a promissory note.

2) BFI Waste Services, LLC and BFI Transfer Systems of Virginia, LLC (BFI defendants) are to pay plaintiff the sum of Three Hundred Thousand Dollars (\$300,000.00) in three equal annual installments beginning on or before June 30, 2010 and on each June 30 thereafter until paid. The right of anticipation is reserved without penalty, provided that partial anticipation shall not waive the obligation to make annual payments set forth above. At the option of the plaintiff, this obligation is to be evidenced by a writing such as a promissory note.

3) The parties agree to make no statements or have discussions with third parties about this case until after the board of Rivanna Solid Waste Authority has acted on this proposed settlement. If the board approves the settlement, then only following statement may be made about this action: “All issues in the case have been resolved by mutual agreement of the parties.” It is further understood that by settling this action, no party is admitting liability with respect to any claim, or part thereof, made by any other party.

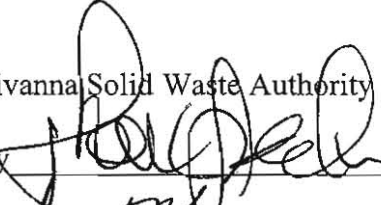
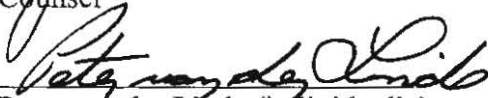
4) The plaintiff agrees to dismiss with prejudice all claims asserted in this action against all defendants. The defendants/third party plaintiffs agree to dismiss with prejudice all claims against BFI, and BFI agrees to dismiss with prejudice all claims set forth in its third-party counterclaim.


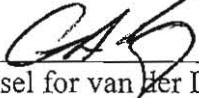
5) Effective upon approval of the Rivanna Solid Waste Authority board, plaintiff and the BFI defendants agree to mutually release each other from all obligations arising under the 1997 Agreement, provided, however that, until June 30, 2010 BFI will continue to receive and be paid for municipal solid waste from the City of Charlottesville in the same terms and conditions that currently are in place. Plaintiff and BFI agree to dismiss with prejudice or release all claims that were the subject of their tolling agreement, and claims that otherwise relate to the 1997 Agreement between BFI and the plaintiff.


6) The parties shall execute standard mutual general releases and other customary settlement documents, and, within 30 days hereof the parties shall forward to the court an agreed order of dismissal.

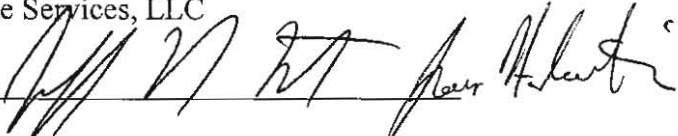
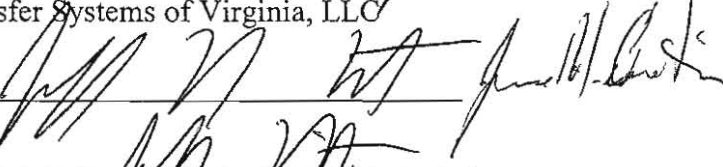
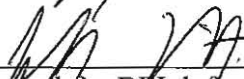
7) It is understood that effectuation of this settlement is conditioned on approval of its terms by the board of the Rivanna Solid Waste Authority

January 20, 2010

Rivanna Solid Waste Authority
By 
Counsel

Peter van der Linde (individually)

Van der Linde Housing, Inc.
Container Rentals, LLC
By 

Counsel for van der Linde defendants

Jeanie Donnelly
By 
Counsel

BFI Waste Services, LLC
By 
BFI Transfer Systems of Virginia, LLC
By 

Counsel for BFI defendants