

## ASSIGNMENT OF CUSTOMER ARRANGEMENTS

THIS ASSIGNMENT OF CUSTOMER ARRANGEMENTS made this 10th day of September, 2009, by and between **WORLD WASTE SERVICES, INC. (formerly known as World Environmental Services, Inc.)**, a Florida corporation (“**World Waste**”), **WORLD WASTE SERVICES WEST COAST, INC.**, a Florida corporation (“**West Coast**”), **WORLD WASTE SERVICES PORT ST. LUCIE, INC.**, a Florida corporation (“**Port St. Lucie**”), **BIG APPLE DEMOLITION REMOVAL, INC.**, a Florida corporation (“**Demolition**”) and, together with World Waste, West Coast and Port St. Lucie, “**Assignors**”), and **WASTE MANAGEMENT INC. OF FLORIDA**, a Florida corporation (“**Assignee**”);

### WITNESSETH:

WHEREAS, in that certain Asset Purchase Agreement (the “**Purchase Agreement**”) dated as of August 19, 2009, by and among Assignors, owners of Assignors and Assignee, Assignors agreed to assign to Assignee all of Assignors’ right, title and interest in, to and under the Customer Arrangements, including those listed in Schedule 1.1(c) of the Purchase Agreement and attached hereto and made a part hereof as Exhibit A.

WHEREAS, capitalized terms used in this Assignment of Customer Arrangements and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement;

WHEREAS, Assignee agreed to assume and perform Assignors’ service obligations under the Customer Arrangements arising after the Closing Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and convey to Assignee all of Assignors’ right, title and interest in, to and under the Customer Arrangements.

Assignee hereby assumes and agrees to fully perform all of the service obligations of Assignors under the Customer Arrangements to the extent such service obligations first arise or are incurred or are first required to be performed after the date hereof.

This Assignment is made pursuant and subject to the Purchase Agreement and incorporates all of the terms and conditions therein.

**[SIGNATURE PAGE FOLLOWS]**

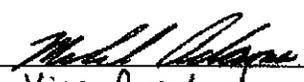
EXECUTED AND DELIVERED the day and year first written above.

Assignors:

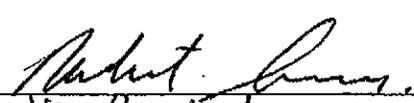
WORLD WASTE SERVICES, INC.

By:   
Its: President

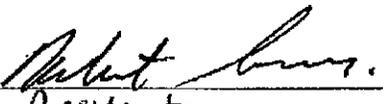
WORLD WASTE SERVICES WEST COAST,  
INC.

By:   
Its: Vice President

WORLD WASTE SERVICES PORT ST.  
LUCIE, INC.

By:   
Its: Vice President

BIG APPLE DEMOLITION REMOVAL, INC.

By:   
Its: President

Assignee:

WASTE MANAGEMENT INC. OF  
FLORIDA

By: \_\_\_\_\_  
Gary L. Brotherton, Vice President

034223, 000050, 102884263.1, World Waste Assignment

EXECUTED AND DELIVERED the day and year first written above.

Assignors:

**WORLD WASTE SERVICES, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**WORLD WASTE SERVICES WEST COAST,  
INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**WORLD WASTE SERVICES PORT ST.  
LUCIE, INC.**

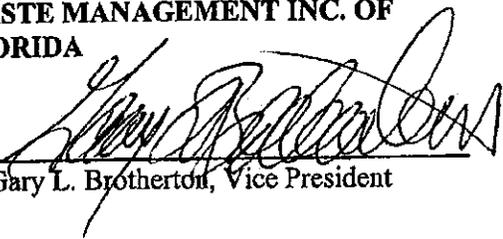
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BIG APPLE DEMOLITION REMOVAL, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Assignee:

**WASTE MANAGEMENT INC. OF  
FLORIDA**

By:   
Gary L. Brotherton, Vice President

034223, 000050, 102884263.1, World Waste Assignment