

New England Waste Services of Massachusetts

A Division of Casella Waste Systems, Inc.
Auburn MRF
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June 30, 2005

Dover Landfill Work Settlement Defendants Group
C/O Mr. Dean Peschel, Environmental Projects Manager
City of Dover
288 Central Avenue
Dover, NH 03820

RE: Letter of Intent
Proposed Final Closure and Reuse Project
Dover Municipal Landfill
Tolend Road
Dover, New Hampshire

Dear Gentlemen:

This document serves to express the intent of New England Waste Services of Massachusetts, Inc. (NEWS) to negotiate and reach a definitive legal agreement with the City of Dover, New Hampshire (City) Dover Landfill Work Settlement Defendants Group (Defendants Group) with respect to certain matters set forth below, subject to the terms and conditions set forth herein.

- Development/Operation of Landfill:** NEWS intends to negotiate an Agreement to perform and/or provide financial assistance related to the engineering, permitting, monitoring, construction and operation of the City's landfill facility, located on Tolend Road, according to a cooperatively-developed Final Closure and Reuse Project (Project).
- Definitive Agreement:** This Letter of Intent is an expression made in good faith of our present intention and is expressly subject to the preparation and execution of a Definitive Agreement containing representations, warranties, covenants and conditions customary in transactions of this kind. It is the understanding of the parties that the consummation of a mutually acceptable Agreement is subject to the approval of NEWS' Board of Directors or Executive Committees, if required; the City Council and other appropriate municipal bodies, if required; the receipt of all governmental approvals required under applicable statutes or orders and bylaws identified as being material and required; the receipt of satisfactory results by NEWS of the environmental, financial and legal/regulatory due diligence review of the Project property; the negotiation of a mutually acceptable financial agreement among the parties; and approval by the Work Settling Defendants (Defendants Group) and their corporate guarantors, BTR Dunlop, Inc, Browning Ferris Industries, Inc., Moore Corporation, LTD, and Textron, Inc
- Due Diligence Review: Confidentiality:** The Defendants Group and the City will, upon NEWS' request, afford the authorized representatives of NEWS reasonable access to the Landfill, relative permits, plans, reports and other public information of the Defendants Group, and furnish NEWS with such information as NEWS may reasonably request in order to evaluate the proposed project. All information provided by the Defendants Group and the City to NEWS will be kept confidential and, in the event that a Definitive Agreement is not reached, NEWS will return such information to the Defendants Group or, as applicable, the City or destroy such information. It is understood by the parties that NEWS is in frequent contact with state representatives in the normal course of its business. To the extent that state representatives initiate discussions with NEWS regarding the Site, NEWS will respond appropriately. Otherwise, NEWS will not initiate discussions with state or federal representatives without the consent of the Defendants Group and the City.

Defendants Group

4. **Business Information: Confidentiality:** NEWS agrees to hold any business information exchanged or discovered with respect to the Project in confidence and not to disclose the same to any third party or to use such information for any purpose other than the consummation of a Definitive Agreement.
5. **Mutual Non-Disclosure:** NEWS, the City and the Defendants Group mutually agree that unless required by law, the terms, conditions and other aspects of this Letter of Intent and of subsequent negotiations between the parties will be kept confidential.
6. **Expenses:** The City, Defendants Group and NEWS will bear their own costs and expenses of attorneys, accountants and advisors retained by or representing them in connection with this transaction, unless otherwise negotiated and stated within a Definitive Agreement.
7. **Exclusivity:** The City, and the Defendants Group will not directly, or indirectly, engage in any negotiation with another person or entity, or solicit offers for the purchase, lease, operation, or closure of the Landfill, subject to this Letter of Intent, or respond to inquiries from, share information with, negotiate with or in any way facilitate inquiries or offers from any third party who expresses an interest in the Landfill without obtaining prior written consent from NEWS, for a period of one hundred eighty (180) days, from the date hereof.

Except with respect to Sections 3 through 7, this document is not intended to be a binding agreement but is merely an expression of the parties' intention to discuss and negotiate the terms and conditions of a Definitive Agreement. Such Definitive Agreement will bind each party only when the same is in form and substance satisfactory to each party and respective legal counsel and had been executed by each party.

Respectfully submitted,

NEW ENGLAND WASTE SERVICES OF MASSACHUSETTS, INC.



Mark Popham
Landfill Development Coordinator

Accepted and agreed to this 17 day of October, 2005.



Authorized Representatives
Dover Landfill Work Settlement Defendants Group