



GeoGreen Biofuels, Inc.

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WASTE VEGETABLE OIL COLLECTION AGREEMENT

This WVO collection Agreement (AGREEMENT) is made and entered into effective as of _____ (EFFECTIVE DATE), by and between the undersigned restaurant or food service operation (CUSTOMER) which generates waste vegetable oil at the location set forth below CUSTOMER's signature (LOCATION), and GeoGreen Biofuels (GEOGREEN).

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CUSTOMER and GEOGREEN agree as follows:

1. Services. CUSTOMER grants the exclusive right to collect, transport and retain for its own use all of the CUSTOMER's waste vegetable oil from the LOCATION (SERVICES) and GEOGREEN agrees to provide such SERVICES to CUSTOMER at the LOCATION.
2. Service Dates. SERVICES shall be provided by GEOGREEN to CUSTOMER at the LOCATION once or twice per month at Customer's direction (each, a SERVICE DATE). GEOGREEN will give CUSTOMER waste vegetable oil containers in advance of the first SERVICE DATE, which is expected to be on or about thirty (30) days from the EFFECTIVE DATE. On each SERVICE DATE, GEOGREEN will collect from CUSTOMER waste vegetable oil (and no other waste material). If, due to the volume of waste vegetable oil, CUSTOMER requests additional, non-scheduled SERVICE, GEOGREEN shall perform such service as soon as possible under the circumstances.
3. Promotion. All Customers shall be treated as GeoGreen's partner in the effort to protect our environment by "Saving the planet one french fry at a time!™". Customers will be featured on GeoGreen's website as environmentally sensitive businesses and will have links posted to their home pages. Customers will also receive co-marketing materials, such as GeoGreen window stickers, etc., promoting their Green business.
4. Waste Materials. CUSTOMER warrants that waste vegetable oil collected by GEOGREEN will not contain disproportional amounts of water and/or food scrap, radioactive, flammable, explosive, toxic or hazardous material.
5. Access. CUSTOMER shall provide unobstructed access to the receptacles containing waste vegetable oil on the scheduled SERVICE DATE.
6. Term. This Agreement will be for a term of three (3) years commencing on the EFFECTIVE DATE and expiring on the third anniversary thereof. This Agreement thereafter will automatically renew for additional consecutive terms of three (3) years

each. If a party does not wish this Agreement to automatically renew, then such party must give a written non-renewal notice to the other party at least ninety (90) days prior to the then expected expiration date, but no more than one-hundred and fifty (150) days prior to the expected expiration date.

7. Payment. So long as CUSTOMER honors the exclusive arrangement referred to in Section 1 above and otherwise performs its obligations under this Agreement, GeoGreen's SERVICE will be provided Free of Charge to CUSTOMER. If CUSTOMER breaches its obligations hereunder, GEOGREEN reserves the right to either terminate the SERVICE or charge the CUSTOMER for the SERVICE at the then prevailing rates in the collection industry.

8. Confidentiality. Each party will treat the cost of the SERVICES as set forth in this Agreement as confidential, proprietary information. Neither party will disclose such confidential information, directly or indirectly, to any third person or entity without the prior written consent of the other party in each instance.

9. This Agreement shall only be amended in writing signed by both parties and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, CUSTOMER and GEOGREEN have executed this WVO Collection Agreement as of the EFFECTIVE DATE.

<p>CUSTOMER</p> <p>_____</p> <p><i>Print Name of Restaurant or Food Service Operation</i></p>	<p>GEOGREEN BIOFUELS</p>
<p>By: _____</p> <p><i>Print Name and Title</i></p> <p>Signature: _____ Date: _____</p> <p>RESTAURANT LOCATION:</p> <p>_____</p> <p>_____ CA _____</p> <p>Ph: _____ Fax: _____</p>	<p>By: _____</p> <p>Joel Rubin, Vice President Sales & Marketing</p> <p>6011 Malburg Way Vernon, CA 90058</p> <p>Office: (323) 826-9753 Fax: (323) 826-9754 Jrubin@geogreen.com</p>