
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 31, 2016**

NATIONAL WASTE MANAGEMENT HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Florida

(State or other jurisdiction of
incorporation or organization)

000-30424

(Commission File Number)

27-2037711

(IRS Employer
Identification No.)

**5920 N. Florida Avenue
Hernando, FL**

(Address of principal executive offices)

34442

(Zip Code)

Registrant's telephone number, including area code: **(352) 489-6912**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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National Waste Management Holdings, Inc. is referred to herein as “we”, “us” or “our”.

Item 1.01. Entry into a Material Definitive Agreement

The applicable information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference in this Item 1.01.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On December 31, 2016, we entered into two Membership Interests Partnership Purchase Interest Agreements (the “Agreements”) with Northeast Data Destruction and Recycling, LLC., a New York Limited Liability Company (“Northeast”) and the owners of 100% of the membership interests of Northeast, Mark Wachtel and Charles Teelon (the “Sellers”), each of whom sold their respective 50% membership interests of Northeast to us, whereby we acquired 100% interests in Northeast. Pursuant to the terms of the Agreements, in exchange for 100% of the outstanding partnership interests in Northeast, we agreed to pay the Sellers \$100,000 in cash and 1,425,000 shares of our restricted common stock. Charles Teelon is our Chairman of the Board and our purchase of his 50% membership interest in Northeast is a related party transaction. We have agreed to employ Mark Wachtel as the manager of Northeast for a two-year period.

Headquartered in Kingston, New York, Northeast is in the business of document and hard drive destruction, including one-time or periodic shredding of documents on or off-site for businesses and personal clients

The Agreements are filed hereto as Exhibit 10.1 and 10.2 to this Current Report on Form 8-K. The foregoing summary of the terms of the Agreements is qualified in its entirety by, the Agreements, which are incorporated herein by reference.

Item 8.01. Other Events

On December 31, 2016, our Board of Directors approved our bylaws, which are filed hereto as Exhibit 3(ii) to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3(ii)	Bylaws
10.1	Membership Interest Purchase Agreement with Mark Wachtel and Northeast Data Destruction Recycling, LLC
10.2	Membership Interest Purchase Agreement with Charles Teelon and Northeast Data Destruction Recycling, LLC

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

NATIONAL WASTE MANAGEMENT HOLDINGS,
INC.

Date: January 6, 2017

By: /s/ Louis Pavaglio
Louis Pavaglio
Chief Executive Officer

BYLAWS
OF
NATIONAL WASTE MANAGEMENT HOLDINGS, INC.

ARTICLE 1 — SHAREHOLDERS

1.1 Annual Meeting. A meeting of shareholders may be held each year for the election of directors and for the transaction of any other business that may come before the meeting. The time and place of the meeting shall be designated by the board of directors.

1.2 Special Meeting. Special meetings of the shareholders, for any purpose or purposes, shall be held when directed by the board of directors.

1.3 Place of Meeting. The board of directors may designate any place, either within or without the state of Florida, as the place of meeting for any annual or special meeting of the shareholders. If no designation is made, the place of meeting shall be the principal office of the corporation.

1.4 Action Without a Meeting. Action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting, without prior notice, and without a vote if the action is taken by the holders of outstanding shares of each voting group entitled to vote on it having not less than the minimum number of votes with respect to each voting group that would be necessary to authorize or take such action at a meeting at which all voting groups and shares entitled to vote were present and voted. To be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving shareholders having the requisite number of votes of each voting group entitled to vote, and delivered to the corporation at its principal office in Florida or its principal place of business, or to the officer or agent of the corporation having custody of the book in which proceedings of meetings of shareholders are recorded. No written consent shall be effective to take corporate action unless, within 60 days of the date of the earliest dated consent delivered in the manner required by this section, written consents signed by the number of holders required to take action are delivered to the corporation. Any written consent may be revoked before the date that the corporation receives the required number of consents to authorize the proposed action. No revocation is effective unless in writing and until received by the corporation at its principal office or its principal place of business, or received by the officer or agent of the corporation having custody of the book in which proceedings of meetings of shareholders are recorded. Within 10 days after obtaining authorization by written consent, notice must be given to those shareholders who have not consented in writing or who are not entitled to vote on the action. The notice shall fairly summarize the material features of the authorized action and, if the action is one for which dissenters' rights are provided under the articles of incorporation or by law, the notice shall contain a clear statement of the right of dissenting shareholders to be paid the fair value of their shares on compliance with applicable law. A consent signed as required by this section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken as provided in this section, the written consent of the shareholders consenting or the written reports of inspectors appointed to tabulate such consents shall be filed with the minutes of proceedings of shareholders.

1.5 Notice of Meeting. Except as provided in F.S. Chapter 607, the Florida Business Corporation Act, written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by, or at the direction of, the chief executive officer or president, or the officer or other persons calling the meeting, to each shareholder of record entitled to vote at the meeting. If the notice is mailed at least 30 days before the date of the meeting, it may be effected by a class of United States mail other than first-class. If mailed, the notice shall be effective when mailed, if mailed postage prepaid and correctly addressed to the shareholder's address shown in the current record of shareholders of the corporation.

When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment the board of directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in this section to each shareholder of record on the new record date entitled to vote at such meeting.

1.6 Waiver of Notice of Meeting. Whenever any notice is required to be given to any shareholder, a waiver in writing signed by the person or persons entitled to such notice, whether signed before, during, or after the time of the meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of (a) lack of or defective notice of the meeting, unless the person objects at the beginning of the meeting to the holding of the meeting or the transacting of any business at the meeting, or (b) lack of defective notice of a matter at a meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented.

1.7 Fixing of Record Date. In order that the corporation may determine the shareholders entitled to notice of, or to vote at, any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to demand a special meeting, the board of directors may fix, in advance, a record date, not more than 70 days before the date of the meeting or any other action. A determination of shareholders of record entitled to notice of, or to vote at, a meeting of shareholders shall apply to any adjournment of the meeting unless the board fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no prior action is required by the board, the record date for determining shareholders entitled to take action without a meeting is the date the first signed written consent is delivered to the corporation under Section 1.4 of these bylaws.

1.8 Shareholders' List. After fixing a record date for a meeting of shareholders, the corporation shall prepare an alphabetical list of the names of all its shareholders entitled to notice of the meeting, arranged by voting group with the address of, and the number, class, and series, if any, of shares held by, each shareholder. The shareholders' list must be available for inspection by any shareholder for 10 days before the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the corporation's principal office, at a place identified in the meeting notice in the city where the meeting will be held, or at the office of the corporation's transfer agent or registrar. Any shareholder of the corporation or the shareholder's agent or attorney is entitled on written demand to inspect the shareholders' list (subject to the requirements of F.S. 607.1602(3)) during regular business hours and at the shareholder's expense, during the period it is available for inspection. The corporation shall make the shareholders' list available at the meeting of shareholders, and any shareholder or the shareholder's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

1.9 Voting Per Share. Except as otherwise provided in the articles of incorporation or by F.S. 607.0721, each shareholder is entitled to one vote for each outstanding share held by him or her on each matter voted at a shareholders' meeting.

1.10 Voting of Shares. Shares standing in the name of another corporation, domestic or foreign, may be voted by the officer, agent, or proxy designated by the bylaws of the corporate shareholder or, in the absence of any applicable bylaw, by a person or persons designated by the board of directors of the corporate shareholder. In the absence of any such designation or, in case of conflicting designation by the corporate shareholder, the chair of the board, the president, the chief executive officer or the chief financial officer, in that order, shall be presumed to be fully authorized to vote the shares. Shares held by an administrator, executor, guardian, personal representative, or conservator may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name.

Shares standing in the name of a trustee may be voted by the trustee, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of such shares into his or her name or the name of his or her nominee. Shares held by, or under the control of, a receiver, a trustee in bankruptcy proceedings, or an assignee for the benefit of creditors may be voted by such person without the transfer into his or her name.

If shares stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the chief executive officer of the corporation is given notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, then acts with respect to voting shall have the following effect: (a) if only one of the persons votes, in person or by proxy, that act binds all; (b) if more than one votes, in person or by proxy, the act of the majority so voting binds all; (c) if more than one votes, in person or by proxy, but the vote is evenly split on any particular matter, each faction is entitled to vote the share or shares in question proportionally; or (d) if the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or a vote evenly split for purposes hereof shall be a majority or a vote evenly split in interest. The principles of this paragraph shall apply, as far as possible, to execution of proxies, waivers, consents, or objections and for ascertaining the presence of a quorum.

1.11 Proxies. Any shareholder of the corporation, other person entitled to vote on behalf of a shareholder under F.S. 607.0721, or attorney-in-fact for such persons, may vote the shareholder's shares in person or by proxy. Any shareholder may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by an attorney-in-fact. An executed telegram or cablegram appearing to have been transmitted by such person, or a photographic, photo static, or equivalent reproduction of an appointment form, shall be deemed a sufficient appointment form.

An appointment of a proxy is effective when received by the officer or agent authorized to tabulate votes, and shall be valid for up to 11 months, unless a longer period is expressly provided in the appointment form.

The death or incapacity of the shareholder appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the officer or agent authorized to tabulate votes before the proxy exercises authority under the appointment.

An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

1.12 Quorum. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Except as otherwise provided in the articles of incorporation or by law, a majority of the shares entitled to vote on the matter by each voting group, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

1.13 Effect of Action. If a quorum is present, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless a greater or lesser number of affirmative votes is required by the articles of incorporation or by law.

1.14 Voting for Directors. Directors will be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

1.15 Inspectors of Election. Before each shareholder's meeting, the board of directors or president shall appoint one or more inspectors of election. On appointment, each inspector shall take and sign an oath to faithfully execute the duties of inspector at the meeting with strict impartiality and to the best of his or her ability. Inspectors shall determine the number of shares outstanding, the number of shares present at the meeting, and whether a quorum is present. The inspectors shall receive votes and ballots and determine all challenges and questions as to the right to vote. The inspectors shall count and tabulate all votes and ballots and determine the result. Inspectors shall perform other duties as are proper to conduct elections of directors and votes on other matters with fairness to all shareholders. Inspectors shall make a certificate of the results of elections of directors and votes on other matters. No inspector shall be a candidate for election as a director of the corporation.

ARTICLE 2 — BOARD OF DIRECTORS

2.1 General Powers. Except as provided in the articles of incorporation and by law, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, its board of directors.

2.2 Number, Terms, Classification, and Qualification. The board of directors of the corporation shall consist of a minimum of one and a maximum of nine persons. The number of directors may at any time and from time to time be increased or decreased by action of either the shareholders or the board of directors, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. A director must be a natural person of at least 18 years of age, but need not be a citizen of the United States of America, a resident of Florida, or a shareholder of the corporation. Each director shall hold office until a successor has been elected and qualified or until an earlier resignation, removal from office, or death.

2.3 Regular Meetings. An annual regular meeting of the board of directors shall be held without notice immediately after, and at the same place as, the annual meeting of the shareholders and at such other time and place as may be determined by the board of directors. The board may, at any time and from time to time, provide by resolution the time and place, either within or without the state of Florida, for the holding of the annual regular meeting or additional regular meeting of the board without other notice than the resolution.

2.4 Special Meetings. Special meetings of the board of directors may be called by the chair of the board, the president, or any two directors.

The person or persons authorized to call special meetings of the board may designate any place, either within or without the state of Florida, as the place for holding any special meeting of the board called by them. If no designation is made, the place of the meeting shall be the principal office of the corporation in Florida.

Notice of any special meeting of the board may be given by any reasonable means, oral or written, and at any reasonable time before the meeting. The reasonableness of notice given in connection with any special meeting of the board shall be determined in light of all pertinent circumstances. It shall be presumed that notice of any special meeting given at least two days before the meeting either orally (by telephone or in person), or by written notice delivered personally or mailed to each director at his or her business or residence address, is reasonable. If mailed, the notice of any special meeting shall be deemed to be delivered on the second day after it is deposited in the United States mail, so addressed, with postage prepaid. If notice is given by telegram, it shall be deemed to be delivered when the telegram is delivered to the telegraph company. Neither the business to be transacted at, nor the purpose or purposes of, any special meeting need be specified in the notice or in any written waiver of notice of the meeting.

2.5 Waiver of Notice of Meeting. Notice of a meeting of the board of directors need not be given to any director who signs a written waiver of notice before, during, or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of the meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, and the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly on arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

2.6 Quorum. Each director including the Chairman of the Board of Directors [if any] shall be entitled to one Board Vote. A majority vote of the number of directors fixed by, or in the manner provided in, these bylaws shall constitute a quorum for the transaction of business; provided, however, that whenever, for any reason, a vacancy occurs in the board of directors, a quorum shall consist of a majority of the remaining directors until the vacancy has been filled.

2.7 Effect of Action. The act of a majority of the directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the board of directors.

2.8 Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors or a committee of the board when corporate action is taken shall be presumed to have assented to the action taken, unless he or she objects at the beginning of the meeting, or promptly on arrival, to holding the meeting or transacting specific business at the meeting, or he or she votes against or abstains from the action taken.

2.9 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the board of directors or a committee of it may be taken without a meeting if consent in writing, stating the action so taken, is signed by all the directors. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this section shall have the effect of a meeting vote and may be described as such in any document.

2.10 Meetings by Means of Conference Telephone Call or Similar Electronic Equipment. Members of the board of directors may participate in a meeting of the board by means of a conference telephone call or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation by such means constitutes presence in person at a meeting.

2.11 Resignation. Any director may resign at any time by giving written notice to the corporation, the board of directors, or its chair. The resignation of any director shall take effect when the notice is delivered unless the notice specifies a later effective date, in which event the board may fill the pending vacancy before the effective date if it provides that the successor does not take office until the effective date.

2.12 Removal. Any member of the Board Directors may be removed upon the approval of such removal by a two-thirds vote of the Corporation's issued and outstanding shares. The notice of the meeting at which a vote is taken to remove a director must state that the purpose or one of the purposes of the meeting is the removal of the director or directors.

2.13 Vacancies. Any vacancy in the board of directors, including any vacancy created by an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors although less than a quorum of the board of directors, or by the shareholders.

2.14 Compensation. Each director may be paid the expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as a director or a fixed sum for attendance at each meeting of the board of directors or both, as may from time to time be determined by action of the board of directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation for those services.

2.15 Dividends. The Board of Directors in its sole discretion may declare dividends to holders of our common stock out of funds legally available. Holders of common stock are entitled to receive ratably such dividends, if any, in the sole discretion of the Board of Directors.

ARTICLE 3 — COMMITTEES OF THE BOARD OF DIRECTORS

The board of directors, by resolution adopted by a majority of the full board, may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in the resolution, shall have and may exercise all the authority of the board of directors, except as prohibited by F.S. 607.0825(1).

Each committee must have two or more members who serve at the pleasure of the board. The board of directors, by resolution adopted in accordance with this article, may designate one or more directors as alternate members of any committee, who may act in the place and stead of any absent member or members at any meeting of the committee.

ARTICLE 4 — OFFICERS

4.1 Officers. The officers of the corporation shall be a chief executive officer, a president, a vice president, a chief financial officer and any other officers and assistant officers as may be deemed necessary, and as shall be approved, by the board of directors. Any two or more offices may be held by the same person.

4.2 Appointment and Term of Office. The officers of the corporation shall be appointed annually by the board of directors at the first meeting of the board held after the shareholders' annual meeting. If the appointment of officers does not occur at this meeting, the appointment shall occur as soon thereafter as practicable. Each officer shall hold office until a successor has been duly appointed and qualified, or until an earlier resignation, removal from office, or death.

4.3 Resignation. Any officer of the corporation may resign from his or her respective office or position by delivering notice to the corporation. The resignation is effective when delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the corporation accepts the future effective date, the board of directors may fill the pending vacancy before the effective date if the board provides that the successor does not take office until the effective date.

4.4 Removal. Any officer of the corporation may be removed from his or her respective office or position at any time, with or without cause, by the board of directors, subject to any applicable contractual employment rights reflected in an employment agreement between the corporation and such officer.

4.5 President/Chief Executive Officer. The president and the chief executive officer of the corporation shall be subject to the control of the board of directors, generally supervise and control all of the business and affairs of the corporation, and preside at all meetings of the shareholders, the board of directors, and all committees of the board of directors on which he or she may serve. In addition, the president and the chief executive officer shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors, and as are incident to the offices of president and chief executive officer.

4.6 Vice Presidents. Each vice president shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors.

4.7 Chief Financial Officer. The chief financial officer shall have charge and custody of, and be responsible for, all funds and securities of the corporation; receive and give receipts for money due and payable to the corporation from any source whatsoever; and deposit all such money in the name of the corporation in such banks, trust companies, or other depositories as shall be used by the corporation. In addition, the chief financial officer shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors and as are incident to the office of the chief financial officer.

4.8 Other Officers, Employees, and Agents. Each other officer, employee, and agent of the corporation shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors, the officer appointing him or her, and the officer or officers who may from time to time be designated by the board to exercise supervisory authority.

4.9 Compensation. The compensation of the officers of the corporation shall be fixed from time to time by the board of directors.

ARTICLE 5 — CERTIFICATES OF STOCK

5.1 Certificates for Shares. The board of directors shall determine whether shares of the corporation shall be uncertificated or certificated. If certificated shares are issued, certificates representing shares in the corporation shall be signed (either manually or by facsimile) by the chief executive officer and may be sealed with the seal of the corporation or a facsimile thereof. A certificate that has been signed by an officer or officers who later cease to hold such office shall be valid.

5.2 Transfer of Shares; Ownership of Shares. Transfers of shares of stock of the corporation shall be made only on the stock transfer books of the corporation, and only after the surrender to the corporation of the certificates representing such shares. Except as provided by F.S. 607.0721, the person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes, and the corporation shall not be bound to recognize any equitable or other claim to, or interest in, such shares on the part of any other person, whether or not it shall have express or other notice thereof.

5.3 Lost Certificates. The corporation shall issue a new stock certificate in the place of any certificate previously issued if the holder of record of the certificate (a) makes proof in affidavit form that the certificate has been lost, destroyed, or wrongfully taken; (b) requests the issuance of a new certificate before the corporation has notice that the lost, destroyed, or wrongfully taken certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; (c) at the discretion of the board of directors, gives bond in such form and amount as the corporation may direct, to indemnify the corporation, the transfer agent, and the registrar against any claim that may be made on account of the alleged loss, destruction, or theft of a certificate; and (d) satisfies any other reasonable requirements imposed by the corporation.

ARTICLE 6 — ACTIONS WITH RESPECT TO SECURITIES OF OTHER CORPORATIONS

Unless otherwise directed by the board of directors, the president or a designee of the president shall have power to vote and otherwise act on behalf of the corporation, in person or by proxy, at any meeting of shareholders of, or with respect to any action of shareholders of, any other corporation in which this corporation may hold securities and to otherwise exercise any and all rights and powers that the corporation may possess by reason of its ownership of securities in other corporations.

ARTICLE 7 — AMENDMENTS

These bylaws may be altered, amended, or repealed, and new bylaws may be adopted, by action of the board of directors. The shareholders of the corporation may alter, amend, or repeal these bylaws or adopt new bylaws even though these bylaws also may be amended or repealed by the board of directors.

ARTICLE 8 — CORPORATE SEAL

The board of directors may provide for a corporate seal that shall be circular and shall have the name of the corporation, the year of its incorporation, and the state of incorporation inscribed on it.

ARTICLE 9 — INDEMNIFICATION

Consistent with Florida Statute Section 607.0850 (Indemnification of officers, directors, employees, and agents), the corporation will indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Further, the corporation will indemnify any person, who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. Any indemnification shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct. Such determination shall be made: (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding; (b) if such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the board of directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding; (c) by independent legal counsel.

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST AGREEMENT (“Agreement”) is made as of the 31st day of December, 2016 by and between: (a) Waste Recovery Enterprises, LLC, a Florida Limited Liability Company (the “Buyer”) that is a wholly owned subsidiary of National Waste Management Holdings, Inc. (“National Waste”); and: (b) Mark Wachtel (“Seller Wachtel”), and Northeast Data Destruction & Recycling, LLC, a New York Limited Liability Company (“Northeast”).

RECITALS:

WHEREAS, Seller Wachtel owns 50% of the Membership Interests of Northeast (the “Membership Interests”).

WHEREAS, Northeast is in the business of document and hard drive destruction, including one-time or periodic shredding of documents on or off-site for businesses and personal clients.

WHEREAS, the Seller desires to sell and the Buyer desires to purchase the Membership Interests, assets and the business of Northeast (the “Business”) through their purchase of the Membership Interests on the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

PURCHASE AND SALE OF MEMBERSHIP INTERESTS /PURCHASE PRICE/ASSUMED
LIABILITIES/PREMISES

1. Purchase and Sale of Membership Interests. Buyer hereby agrees to buy, and Seller agrees to sell, assign, transfer and deliver to Buyer all of Seller’s right, title and interest in Memberships Interests and to thereby convey, assign, transfer all of Seller’s assets utilized, directly or indirectly, in the operation of the Business, including all of Seller’s right, title and interest in and to the Seller’s assets customer lists, equipment, goodwill, source code, object code, flow charts and all related documentation, all copyrights, trade secrets, rights and intellectual property contained therein, trademarks. Lease agreements, phone numbers and listings, catalogs, marketing materials, brochures and all contract rights (the “Assets”). All tangible assets acquired by buyer are listed on Exhibit A hereto.

2. Purchase Price. The total purchase price for the 50% membership interest held by Wachtel (“Purchase Price”) shall be one hundred thousand dollars (\$100,000) and 400,000 Restricted Common Stock Shares of National Waste and shall be payable by the Buyer at closing as follows: (a) \$100,000 in cash or certified funds at the Closing Date to Seller Wachtel; and (b) 400,000 Restricted Common Stock Shares of National Waste to Seller Wachtel.

3. Assumed Liabilities/Receivables. Buyer shall assume only the liabilities included in exhibit B. Seller is responsible for all other liabilities, obligations, taxes of any kind, whether state or federal, or any other undertakings of Seller of any kind or nature whatsoever, except as specifically provided herein in Exhibit B. Seller will retain any outstanding receivables at closing. Seller Wachtel will provide a listing of receivables outstanding as of the Closing (see Exhibit C). Seller will continue to collect those receivables on behalf of the Company and deposit those receivables in the bank accounts used by Northeast prior to the sale. Seller Wachtel will payoff all liabilities of the Company not included in Exhibit B with these receivables and then split the receivables with Seller Teelon upon final collection of all receivables and final payoff of all liabilities not included in Exhibit B, incurred by Northeast prior to the closing. All receivables collected after closing related to sales of Northeast after the closing will be deposited in the Company’s newly opened bank accounts and will be controlled by NWMH. Seller Wachtel agrees to provide the bank statements and deposit slips related to the collected receivables within 10 days of request in order for the Buyer to verify that only receivables included in Exhibit C are deposited into this account.

4. Premises. The Buyer shall be entitled to use, on or after the Closing Date, the Seller's leased premises located at 615 Route 28 Kingston, NY 12401 (the "Premises") and "Other Services" supplied with the Premises.

REPRESENTATIONS AND WARRANTIES OF SELLER

5. Representations and Warranties of Seller. Seller represents and warrants that the following are true on the date hereof and shall be true as of the Closing Date (as if made at the Closing), and shall survive the Closing:

(a) Organization and Authority. Northeast is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of New York, has all requisite corporate power and authority to own its properties and assets including, without limitation, the Assets, and to conduct the Business as it is now being conducted

(b) Member Approval. The execution and delivery of this Agreement has been approved by Northeast's sole Members, Seller Wachtel and Seller Teelon.

(c) Northeast Limited Liability Operating Agreement. The sale of the Assets by Seller Wachtel and Seller Teelon do not violate any provisions of the Northeast Operating Agreement.

(d) Title to Assets. The Seiler and/or Northeast holds title to the Assets free and clear of all liens; (e) all of the Assets are free and clear of all mortgages, charges, encumbrances, equities, pledges, security interests, conditional sales contracts or claims of any nature whatsoever as of the Closing Date, except in the case that National Waste will be assuming debt related to financed equipment as described in Exhibit B hereto.

(e) Marketable Title. The Seller and/or Northeast have good and marketable title to the Assets, including copyright and trademarks, and has all necessary rights to enter this Agreement without violating any other agreement or commitment of any sort. Further, the Assets do not infringe or constitute a misappropriation of any trademark, patent, copyright, trade secret or other proprietary right of any third party and Buyer's use, modification, sale, licensing and/or distribution of the services and products shall not violate any rights of any kind or nature of any third party.

(f) Equipment. All the furniture, fixtures, and equipment included as part of the Assets in this Agreement are transferred "as is." The Seller hereby assigns to Buyer as of the Closing Date, to the extent assignable, all warranties covering such property existing as of the Closing Date. The customer lists include all the customer accounts of Northeast at the Closing.

(g) Customer Accounts. Seller makes the following representations and warranties regarding the Customer Accounts: (a) All Customer Accounts are presently in effect and all of the Customer Accounts agreements, are transferred to Buyer, and each Customer Account has been serviced by the Seller within the last twelve months prior to the Closing Date; (h) Seller does not represent or warrant that any consents from Customers on the transfer of their Accounts, whether required or not, have been received; (b) Seller has collected no deposits from any Customer and owes no funds to any Customer related to any such deposit; (d) Seller is not aware of any products that are, as of the Closing Date, not in good working order and condition; and (d) no significant customers of Seller has indicated at the Closing Date to Seller that it intends to cease doing business with Seller or in any way materially alter the amount of business currently conducted with Seller.

(h) Laws, Regulations, Licenses and Permits. To the best of the Seller's knowledge, Seller has complied with all applicable laws, statutes, orders, rules, regulations and requirements promulgated by governmental or other authorities relating to the Business or the Assets except where non-compliance would not have material adverse effects on the Business. Seller has not received any notice of any sort of alleged violation of any such statute, order, rule, regulation or requirement. To the best of the Seller's knowledge, Seller possesses all necessary permits, license approvals and notifications, governmental or otherwise, necessary for the operation of the Seller's business except where non-compliance would not have material adverse effects on the Business.

(i) Absence of Undisclosed Liabilities. Seller is not aware of any liabilities or obligations of any nature, whether secured or unsecured, disclosed or undisclosed, accrued, absolute, contingent or otherwise, whether due or to become due, that would, individually or in the aggregate, materially affect the Assets, or the business, financial condition, or prospects of Seller. All debts, liabilities and obligations incurred after the last issued Financial Statements have been incurred in the ordinary course of business, and are usual and ordinary in amount both individually and in the aggregate.

(j) Tax Returns. Seller has timely and properly filed all federal, state, local and foreign tax returns, including but not limited to income, franchise, sales, payroll, employee withholding and social security and unemployment, which were required to be filed. Seller has paid or made adequate provision in reserves reflected in the financial statements which are included in the financial information for the payment of all taxes, including interest and penalties, and withholding amounts owed by it or assessable against it. All such tax returns are true, complete and correct. No tax deficiencies have been proposed or assessed against Seller and, to the best of Seller's knowledge upon due inquiry, there is no basis in fact for the assessment of any tax or penalty tax against it.

(k) Tax Liens. The Seller is not aware of any tax liens on any property or assets of Seller.

(l) Financial Statements. Buyer has accessed Seller's Financial Statements. The Financial Statements are complete and correct in all material respects, have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of prior years, and fairly present the financial position of Seller as of the date on the Financial Statements.

(m) Trademarks, Trade Names, Copyrights, Etc. Seller does not know of any asserted infringement by Seller of any trademark, service mark, trade name or copyright of another; Seller has no reason to believe that Seller is infringing a valid and enforceable trademark, service mark, trade name or copyright of another; Seller has clear record title to the trademark registrations and applications therefor, copyright registrations and applications as owned by it and has the right to use all trade names enumerated therein; Seller has not entered into any agreements, contracts or licenses that would impair its right to license the trademarks, service marks, trade names and copyrights as owned by it; Seller has no reason to believe that any trademarks, service marks, trade names or copyrights used by Seller are, or are claimed to be, invalid.

(n) Employees. Buyer has had an opportunity to talk with Seller's employees about the proposed sale of the 50% membership interests and its effect upon them. Buyer shall *be* under no obligation to hire any of Seller's employees. Seller will be responsible for all wages and other benefits of each employee through the Closing Date.

(o) Employee Plans. Seller does not and will not have any unfunded liability for services rendered prior to the Closing Date under any employee benefit plans and the Buyer will not incur any liability under any such plans as a result of the consummation of the transactions contemplated hereby.

(p) Litigation and Other Proceedings. There are no lawsuits, administrative proceedings, governmental investigation or arbitration pending or, to the knowledge of Seller threatened against or relating to Seller or the Assets or the transactions contemplated by this Agreement that would individually or in the aggregate, materially affect the Assets or the business, financial condition, or prospects of Seller is not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality.

(q) No Breach. Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions herein contemplated, will: Violate the Articles of Incorporation, as amended, or Bylaws, as amended, of Seller. Conflict with or result in a breach or default of any term or provision of, or invalidate or given any other party any rights of acceleration, cancellation or termination with respect to any note, indenture, mortgage, deed of trust, security agreement, license agreement or other agreement or instrument to which Seller is a party or by which Seller is bound or to which its properties are subject. Violate any law or order, rule, regulation, writ, injunction or decree of any government, governmental instrumentality or court having jurisdiction over Seller or any of its assets or right; or Result in the creation or imposition of any lien, charge or encumbrance of any kind whatsoever, on any such assets or rights other than those created or imposed by *this* Agreement.

(r) Ownership of Membership Interests, Power and Authority to Sell. The Seller own all rights, title and interest in and to the Purchased Membership Interests being sold and the Membership Purchased Stock will be, on the Closing Date, free and clear of any liens, encumbrances, adverse rights and claims of any kind whatsoever other than restrictions as to marketability imposed by securities laws. The Seller have the power and authority to sell the Membership Interests being sold hereunder to the Buyer pursuant to this Agreement free and clear and to execute, deliver and otherwise perform this Agreement.

(s) Obligations to Related Parties. There are no obligations of the Seller to any of Northeast's current or former officers, managers, directors, members, stockholders, employees.

(t) Validity and Binding Effect. The Agreement is the legal, valid and binding obligations of the Seller and Northeast, enforceable in accordance with their respective terms, subject to limitations imposed by bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors.

(u) All of the outstanding Membership Interests being conveyed by the Seller are validly issued, fully paid, and non-assessable. At the Closing, the Seller shall endorse such Membership Interests certificates to the Buyer for the Purchased Membership Interests, which evidences a Fifty Percent (50%) ownership interest in Northeast. The Seller has, and upon the Closing pursuant to the terms of this Agreement, the Buyer will have, good and marketable title to the Purchased Membership Interests, free and clear of all security interests, liens, encumbrances, or other restrictions or claims, subject only to restrictions as to marketability imposed by securities laws.

(v) No Conflicts. The consummation of the transactions hereby contemplated and the performance of the obligations of the Seller and Northeast under and by virtue of this Agreement or the Ancillary Documents will not result in any breach of, or constitute a default under, any material mortgage, security deed or agreement, deed of trust, lease, bank loan or credit agreement, corporate charter or bylaws, agreement or certificate of limited partnership, license, franchise, or any other instrument or agreement to which the Seller or Northeast are a party or by which the Seller or Northeast or their respective properties may be bound or affected or to which the Seller or Northeast have not obtained an effective waiver which could reasonably be expected to have a material adverse effect on Northeast or its future operations taken as a whole.

(w) Other Agreements; No Defaults. The Seller and Northeast are not parties to any indenture, loan or credit agreement, lease or other agreement or instrument, or subject to any charter or corporate restriction that could, by virtue of containing terms and conditions other than usual and customary for the circumstances, reasonably be expected to have a material adverse effect on the Business, properties, assets, operations or conditions, financial or otherwise, of Northeast, or the ability of the Seller or Northeast to carry out their obligations under this Agreement and the Ancillary Documents to which they are a party. As of the date hereof, to the best of the Seller' Knowledge, Northeast is not in default in any respect in the performance, observance or fulfillment of any of the material obligations, covenants or conditions contained in any agreement or instrument material to the Business to which it is a party, and no other default by Northeast or event has occurred and is continuing that with notice or the passage of time or both would reasonably be expected to constitute a material default by Northeast.

(x) Statements Not False or Misleading. No representation or warranty given as of the Closing Date by the Seller or Northeast contained in this Agreement, any exhibit attached hereto, the Ancillary Documents, or any statement in any document, certificate or other instrument required by the terms hereof furnished to the Buyer, contains or will contain any material untrue statement. As of the Closing Date, there is no fact known to the Seller which materially adversely affects, or in the future could reasonably be expected to materially adversely affect, the business, operations, cash flows, properties or assets or the condition, financial or otherwise, of Northeast which has not been disclosed in this Agreement, the exhibits, the Ancillary Documents, or in any documents, certificates, information or written statements furnished to the Buyer for use in connection with the transactions contemplated hereby.

(y) Absence of Certain Changes. Since the prior six (6) months through the Closing Date, except as contemplated or permitted by this Agreement there has not been:

(i) Any material adverse change in the business, financial condition, operations, or Assets of Northeast;

(ii) Any damage, destruction, or loss, whether covered by insurance or not materially adversely affecting the properties of Northeast or the Business;

(iii) Any sale or transfer by Northeast of any tangible or intangible asset other than in the ordinary course of business, any mortgage or pledge or the creation of any security interest, lien, or encumbrance on any asset, or any lease of property, including equipment, other than tax liens with respect to taxes not yet due and contract rights of customers in inventory;

(iv) Any redemption or other repurchase by Northeast of any Membership Interest of Northeast;

(v) Any material transaction not in the ordinary course of business of Northeast;

(vi) The lapse of any material trademark, assumed name, trade name, service mark, copyright, or license or any application with respect to the foregoing;

(vii) The grant of any increase in the compensation of officers or employees (including any increase pursuant to any bonus, pension, profit-sharing, or other plan) other than customary increases on a periodic basis or required by agreement or understanding in the ordinary course of business and in accordance with past practice;

(viii) The discharge or satisfaction of any material lien or encumbrance or the payment of any material liability other than current liabilities in the ordinary course of business;

(ix) The making of any material loan, advance, or guaranty to or for the benefit of any person except the creation of accounts receivable in the ordinary course of business; or

(x) An agreement to do any of the foregoing.

(aa) Title and Related Matters. Northeast has good and marketable title to all of the Assets, which Assets are

described on Exhibit A attached hereto (except properties and assets sold or otherwise disposed of subsequent to the Closing Date in the ordinary course of business or as contemplated in this Agreement), free and clear of all security interests, mortgages, liens, pledges, charges, claims, or encumbrances of any kind or character, excluding inventory subject to ordinary course of business trade terms, which will continue after Closing.

(ab) Undisclosed Liabilities. Except as and to the extent specifically reflected in Exhibit B, Northeast shall have no other material liabilities of any nature (whether accrued, absolute, contingent, known or unknown, determinable or not or otherwise) on the Closing Date.

(ac) Taxes. Northeast has timely and properly completed and filed in correct form all United States federal, state, local, foreign, and other tax returns ("Tax Returns") and estimates of every nature required to be filed by Northeast and paid all taxes due as shown on such returns and all assessments of which notice has been received. All such Tax Returns (after giving effect to any amendments thereto) were correct and complete in all material respects and were prepared in material compliance with applicable laws and regulations. All taxes due and payable with respect to such Tax Returns, including, without limitation, any assessments imposed on or before the Closing, have been paid. Northeast and the Seller (as they relate to Northeast or the Business) have paid all taxes due and payable by them, whether or not shown as due on any Tax Return. No claim has ever been made with respect to Northeast by an authority in writing in a jurisdiction where Northeast does not file Tax Returns that Northeast is or may be subject to taxation by that jurisdiction. Northeast has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, equity owner or other Person. Neither Northeast nor the Seller has been advised, in writing, (a) that any of the Tax Returns of Northeast or the Seller have been or are currently being audited, or (b) of any deficiency, claim, issue or proposed judgment with respect to taxes of Northeast or any Seller (as they relate to Northeast or the Business). Northeast has delivered or made available to the Buyer correct and complete copies of all Tax Returns filed, examination reports, and statements of deficiencies assessed or agreed to by the Seller.

(ad) Condition of Northeast Assets. With respect to the equipment owned, leased or used by Northeast: (i) to the best of the Seller's Knowledge, Northeast is and at all times has been in compliance with all applicable material law relating to all such equipment; (ii) to the best of the Seller's Knowledge, all material equipment is in serviceable condition consistent with its age and use and (iii) there are no outstanding requirements or recommendations by fire underwriters or rating boards, insurance Company or holders of mortgages or other security interests requiring or recommending any material repairs or work to be done with reference to any such equipment, and in any case only where any failure relating thereto would be reasonably likely to have a material adverse effect on Northeast.

(ae) Employment Contracts. Northeast is not bound by any employment agreements, either written or oral, with any employees or independent contractors of Northeast which are not terminable at will, except as may be prohibited by any law, rule or regulation.

(af) Employment Practices. Northeast follows all federal and state laws and regulations respecting employment and employment practices, including, without limitation, payment of payroll, withholding and unemployment taxes.

(ag) Employee Plans. On the Closing Date, Northeast does not maintain any of the following plans (the "Employee Plans"): (1) any employee pension benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including any person, profit sharing, retirement, thrift, or stock purchase plan; (2) any employee welfare benefit (as such term is defined in ERISA); (3) any other compensation, stock option, restrictive stock, fringe benefit or retirement plan of any kind whatsoever, formal or informal, not included in the foregoing or providing for benefits for, or the welfare of, any or all of the current or former employees or agents of Northeast or any ERISA Affiliate or any of their beneficiaries or dependents, including any group health, life insurance, retiree medical, bonus, incentive or severance plan; (4) any "multi-employer" plan as such term is defined in ERISA or the Internal Revenue Code of 1986, as amended (the "IRC"); or (5) any "multi-employer welfare arrangement" as defined in ERISA.

(ah) Insurance. Northeast carries and shall continue to carry after the Closing Date insurance to protect against various risks as outlined. Each insurance policy currently held by Northeast is in full force and effect and Northeast is not in material breach of or in default under any such policy, except where any such breach or default could not be reasonably be expected to have a material adverse effect. Neither the Seller nor Northeast have received any notice of or any reason to believe that there is or has been any actual, threatened, or contemplated termination or cancellation of any insurance policy_ Northeast has not failed to give any notice or to present any claim under any insurance policy in a due and timely fashion.

(ai) Assumed Debt. The Buyer will assume the debt and required payments and payoff described in Exhibit B of this Membership Interest purchase agreement. The Buyer understands that the debt included in Exhibit B is personally guaranteed by Seller Wachtel, a 50% owner of Northeast prior to the execution of this agreement. The Buyer agrees to work with the bank to have Seller Wachtel's guarantee removed and replaced with the Company's guarantee. If the guarantee has not been removed within 90 days of the closing of this agreement, the Company will pay off the debt in full within 30 days. A failure to remove the guarantee of Seller Wachtel or to pay off the debt within the allotted time stated above will result in a material breach to this Contract.

REPRESENTATIONS AND WARRANTIES OF BUYER

6. Representations and Warranties of Buyer. Buyer hereby represents and warrants that the following shall be true as of the date hereof and as of the Closing Date (as if made at the Closing), and shall survive the Closing:

(a) Organization. Buyer is a Limited Liability Company duly organized, validly existing in good standing under the laws of the State of New York and has all requisite power and authority to own its properties and conduct the business in which it is presently engaged.

(b) Authority. Buyer has all requisite power and authority, including the approval of its Board of Directors, to execute, perform, and carry out the provisions in this Agreement.

(c) Conduct Pending Closing. From the date hereof up to the Closing Date, Seller shall carry on the Business diligently, only in the ordinary course of business and in the same manner as heretofore conducted by Seller and will keep and maintain the Assets in good and safe repair and condition consistent with past practices. All other legal fees, accounting fees and broker fees, if any, and the expenses of any other services rendered or incurred relating to this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring the same.

7. Conditions to Obligations of Buyer to Proceed on the Closing Date. The obligations of Buyer to proceed on the Closing Date shall be subject to the satisfaction (or waiver by the Buyer in writing), on or prior to the Closing, of all the following conditions: (a) All representations and warranties of Seller shall be true and correct as of the Closing as if made on that date; and all covenants of the Seller to be performed prior to or as of the Closing shall have been performed. (b) Buyer shall have had the opportunity prior to the Closing Date to review the business records of the Business and Buyer shall not have discovered during such review any substantial liabilities relating to the Business that were not previously disclosed to Buyer. (c) Buyer shall have the right to talk with Seller's employees about the proposed sale of the Membership Interest and its effect upon them at any time before Closing. Buyer shall be under no obligation to hire any of Seller's employees.

8. Indemnification. Seller shall for a period of two years after the Closing Date, defend, indemnify and hold harmless Buyer, its successors, assigns, affiliates, licensees and sublicenses, and the respective officers, directors, agents and employees, from and against any action, suit, claim, damages, liability arising out of or in any way connected with any breach of any representation or warranty made by Seller herein. Buyer shall give Seller prompt notice of any such claim or of any threatened claim.

9. Termination. This Agreement may be terminated and the transactions completed herein may be abandoned after the date of this Agreement, but no later than the Closing Date by mutual written consent of all parties hereto; by Buyer if the conditions in Section 12 hereof have not been met and have not been waived in writing by the party seeking to terminate on or before the Closing Date; or By Seller if the conditions in Section 9 hereof have not been met and have not been waived in writing by the party seeking to terminate on or before the Closing Date.

10. Return of Purchase Price. In the event of the termination or abandonment of the Agreement, the Seller shall return the Purchase Price.

MISCELLANEOUS PROVISIONS

11. Counterparts. This Agreement may be executed in counterparts with the same effect as if the signatures thereto were on the same instrument. This Agreement shall be effective and binding upon all parties hereto when all parties have executed a counterpart of this Agreement.

12. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given, when received, if delivered by hand, telegram, telex or telecopy, and, when deposited, if placed in the mails for delivery by express mail, postage prepaid, addressed to the appropriate party. Addresses may be changed by written notice given pursuant to this paragraph, however, any such notice shall not be effective, if mailed, until three (3) working days after depositing in the mails or when received, whichever occurs first.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, nothing in this Agreement is to be construed as an authorization or right of any party to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party hereto.

14. Entire Agreement. This Agreement, together with the exhibits hereto and the related written agreements specifically referred to herein, represents the only agreement among the parties concerning the subject matter hereof and supersedes all prior agreements whether written or oral, relating thereto.

15. Modification and Waiver. No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

16. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.

17. Survival of Representations, Warranties and Agreements. For a period of one year after the Closing Date, all covenants, representations, warranties and agreements made by the parties hereunder shall survive the Closing Date, the delivery of the Assets, and the dissolution and liquidation of any party hereto and remain effective regardless of any investigation at any time, whether before or after the date of this Agreement, made by or on behalf of any party or of any information any party may obtain or have, whether before or after the date of this Agreement, in respect thereof and regardless of any non-exercise by a party of any rights hereunder.

18. Further Assurances. Each of the parties shall do all such acts and things and shall execute and deliver, or cause to be executed and delivered, all such documents, instruments and agreements as may be necessary or desirable to give effect to the provisions of and intent of this Agreement.

19. No Waiver; Remedies Cumulative. No failure on the part of a party hereto to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Remedies herein provided are cumulative and not exclusive of any remedies provided by law.

20. Non-Compete. Seller covenant and agrees that he will not participate in any fashion, as owner, employee, consultant, independent contractor, shareholder, officer, director, member, manager or partner in any business operation which is involved in the business of shredding paper or hard drives within a one hundred (100) mile radius of 615 Route 28 Kingston, NY 12401 for a time period of no less than five (5) years from the date of closing.

21. Employment Agreement. Concurrently with the Closing, Buyer and Mark Wachtel shall enter into a two-year employment agreement, attached hereto as Exhibit D, pursuant to which Mark. Wachtel shall remain as an employee of National Waste.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner appropriate to each, to be effective as of the day and year first above written.

BUYER:

WASTE RECOVERY ENTE LLC

By: /s/ Louis Paveglio

SELLER:

By: /s/ Mark Wachtel

Signature page follows

EXHIBITS

EXHIBIT "A" — Listing of Tangible Assets Acquired by Buyer

1993 International Truck with Alagane 15 HP Shredder, 230 Volt Generator, Tipper and Scale

2010 Chevy 14' Box Truck with Tommy lift gate

2003 Chevy Box Truck with Tommy Lift Gate

2000 Toyota Electric Forklift with KW Battery and Two KW Chargers, Model 5FBE15

Ameri-Shred 30 HP Shredder AMS - 3000 230 Volt 3 Phase

TWG 16' Transfer Conveyer Machine Model MDS2yF175B

20' TWG Sorting Conveyer

Closed end horizontal Bale Master Baler

Vertical Cardboard Baler - Model HP 2200

Better Shredder Hard drive Shredder - Model HD6150

5000 Capacity Arlyn Floor Scale

Amerishred Bin Tipper

200 95 Gallon Totes

250 65 Gallon Totes

300 All Source Shredding Consoles

EXHIBIT “B” — Listing of Debt Assumed by Buyer

Loan with M&T Bank, original principal of \$25,000 with an approximate balance of \$23,000 and approximate payment of \$500

Line of Credit with M&T bank with approximate balance of \$32,000 with interest only payments of approximately \$180

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (“Agreement”) is made as of the 31st day of December, 2016 by and between: (a) Waste Recovery Enterprises, LLC, a Florida Limited Liability Company (the “Buyer”) that is a wholly owned subsidiary of National Waste Management Holdings, Inc. (“National Waste”) and: (b) Charlie W. Teelon (“Seller Teelon”) (Teelon is referred to herein as the “Seller”) and Northeast Data Destruction & Recycling, LLC, a New York Limited Liability Company (“Northeast”).

RECITALS:

WHEREAS, Seller Teelon owns 50% of the Membership Interests of Northeast (the “Membership Interests”).

WHEREAS, Northeast is in the business of document and hard drive destruction, including one-time or periodic shredding of documents on or off-site for businesses and personal clients.

WHEREAS, the Seller desires to sell and the Buyer desires to purchase the Membership Interests, assets and business of Northeast (the “Business”) through their purchase of the Membership Interests on the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

PURCHASE AND SALE OF MEMBERSHIP INTERESTS/PURCHASE PRICE/ASSUMED
LIABILITIES/PREMISES

1. Purchase and Sale of Membership Interests. Buyer hereby agrees to buy, and Seller agrees to sell, assign, transfer and deliver to Buyer all of Seller’s right, title and interest in the Memberships Interests and to thereby convey, assign, transfer all of Seller’s assets utilized, directly or indirectly, in the operation of the Business, including all of Seller’s right, title and interest in and to the Seller’s assets customer lists, equipment, goodwill, source code, object code, flow charts and all related documentation, all copyrights, trade secrets, rights and intellectual property contained therein, trademarks. Lease agreements, phone numbers and listings, catalogs, marketing materials, brochures and all contract rights (the “Assets”). All tangible assets acquired by buyer are listed on Exhibit A hereto.

2. Purchase Price. The total purchase price for the 50% Membership Interest held by Teelon (“Purchase Price”) shall be 1,025,000 Restricted Common Stock Shares of National Waste and shall be issued to the Seller by the Buyer within 10 days following the closing.

3. Assumed Liabilities/Receivables. Buyer shall assume only the liabilities included in Exhibit B. Seller is responsible for all other liabilities, obligations, taxes of any kind, whether state or federal, or any other undertakings of Seller of any kind or nature whatsoever, except as specifically provided herein in Exhibit B. Seller will retain any outstanding receivables at closing.

4. Premises. The Buyer shall be entitled to use, on or after the Closing Date, the Seller’s leased premises located at 615 Route 28 Kingston, NY 12401 (the “Premises”) and “Other Services” supplied with the Premises.

REPRESENTATIONS AND WARRANTIES OF SELLER

5. Representations and Warranties of Seller. Seller represents and warrants that the following are true on the date hereof and shall be true as of the Closing Date (as if made at the Closing), and shall survive the Closing:

(a) Organization and Authority. Northeast is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of New York, has all requisite corporate power and authority to own its properties and assets including, without limitation, the Assets, and to conduct the Business as it is now being conducted.

(b) Member Approval. The execution and delivery of this Agreement has been approved by Northeast's sole Members, Seller Wachtel and Seller Teelon.

(c) Northeast Limited Liability Operating Agreement. The sale of the membership interests by Seller Teelon does not violate any provisions of the Northeast Operating Agreement.

(d) Title to Assets. The Seller and/or Northeast hold title to the Assets free and clear of all liens; (e) all of the Assets are free and clear of all mortgages, charges, encumbrances, equities, pledges, security interests, conditional sales contracts or claims of any nature whatsoever as of the Closing Date, except in the case that National Waste will be assuming debt related to financed equipment as described in Exhibit B hereto.

(e) Marketable Title. The Seller and/or Northeast have good and marketable title to the Assets, including copyright and trademarks, and has all necessary rights to enter this Agreement without violating any other agreement or commitment of any sort. Further, the Assets do not infringe or constitute a misappropriation of any trademark, patent, copyright, trade secret or other proprietary right of any third party and Buyer's use, modification, sale, licensing and/or distribution of the services and products shall not violate any rights of any kind or nature of any third party.

(f) Equipment. All the furniture, fixtures, and equipment included as part of the Assets in this Agreement are transferred "as is." The Seller hereby assigns to Buyer as of the Closing Date, to the extent assignable, all warranties covering such property existing as of the Closing Date.

(g) Customer Accounts. The customer lists include all the customer accounts of Northeast at the Closing. Seller makes the following representations and warranties regarding the Customer Accounts: (a) All Customer Accounts are presently in effect and all of the Customer Accounts agreements, are transferred to Buyer, and each Customer Account has been serviced by the Seller within the last twelve months prior to the Closing Date; (b) Seller does not represent or warrant that any consents from Customers on the transfer of their Accounts, whether required or not, have been received; (b) Seller has collected no deposits from any Customer and owes no funds to any Customer related to any such deposit; (d) Seller is not aware of any products that are, as of the Closing Date, not in good working order and condition; and (d) no significant customers of Seller has indicated at the Closing Date to Seller that it intends to cease doing business with Seller or in any way materially alter the amount of business currently conducted with Seller.

(h) Laws, Regulations, Licenses and Permits. To the best of the Seller's knowledge, Seller has complied with all applicable laws, statutes, orders, rules, regulations and requirements promulgated by governmental or other authorities relating to the Business or the Assets except where non-compliance would not have material adverse effects on the Business. Seller has not received any notice of any sort of alleged violation of any such statute, order, rule, regulation or requirement. To the best of the Seller's knowledge, Seller possesses all necessary permits, license approvals and notifications, governmental or otherwise, necessary for the operation of the Seller's business except where non-compliance would not have material adverse effects on the Business.

(i) Absence of Undisclosed Liabilities. Seller is not aware of any liabilities or obligations of any nature, whether secured or unsecured, disclosed or undisclosed, accrued, absolute, contingent or otherwise, whether due or to become due, that would, individually or in the aggregate, materially affect the Assets, or the business, financial condition, or prospects of Seller. All debts, liabilities and obligations incurred after the last issued Financial Statements have been incurred in the ordinary course of business, and are usual and ordinary in amount both individually and in the aggregate.

(j) Tax Returns. Seller has timely and properly filed all federal, state, local and foreign tax returns, including but not limited to income, franchise, sales, payroll, employee withholding and social security and unemployment, which were required to be filed. Seller has paid or made adequate provision in reserves reflected in the financial statements which are included in the financial information for the payment of all taxes, including interest and penalties, and withholding amounts owed by it or assessable against it. All such tax returns are true, complete and correct. No tax deficiencies have been proposed or assessed against Seller and, to the best of Seller's knowledge upon due inquiry, there is no basis in fact for the assessment of any tax or penalty tax against it.

(k) Tax Liens. The Seller is not aware of any tax liens on any property or assets of Seller.

(l) Financial Statements. Buyer has accessed Seller's Financial Statements. The Financial Statements are complete and correct in all material respects, have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of prior years, and fairly present the financial position of Seller as of the date on the Financial Statements.

(m) Trademarks, Trade Names, Copyrights, Etc. Seller does not know of any asserted infringement by Seller of any trademark, service mark, trade name or copyright of another; Seller has no reason to believe that Seller is infringing a valid and enforceable trademark, service mark, trade name or copyright of another; Seller has clear record title to the trademark registrations and applications therefor, copyright registrations and applications as owned by it and has the right to use all trade names enumerated therein; Seller has not entered into any agreements, contracts or licenses that would impair its right to license the trademarks, service marks, trade names and copyrights as owned by it; Seller has no reason to believe that any trademarks, service marks, trade names or copyrights used by Seller are, or are claimed to be, invalid.

(n) Employees. Buyer has had an opportunity to talk with Seller's employees about the proposed sale of the 50% Membership Interests and its effect upon them. Buyer shall be under no obligation to hire any of Seller's employees. Seller will be responsible for all wages and other benefits of each employee through the Closing Date.

(o) Employee Plans. Seller does not and will not have any unfunded liability for services rendered prior to the Closing Date under any employee benefit plans and the Buyer will not incur any liability under any such plans as a result of the consummation of the transactions contemplated hereby.

(p) Litigation and Other Proceedings. There are no lawsuits, administrative proceedings, governmental investigation or arbitration pending or, to the knowledge of Seller threatened against or relating to Seller or the Assets or the transactions contemplated by this Agreement that would individually or in the aggregate, materially affect the Assets or the business, financial condition, or prospects of Seller. Seller is not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality.

(q) No Breach. Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions herein contemplated, will: Violate the Articles of Incorporation, as amended, or Bylaws, as amended, of Seller. Conflict with or result in a breach or default of any term or provision of, or invalidate or given any other party any rights of acceleration, cancellation or termination with respect to any note, indenture, mortgage, deed of trust, security agreement, license agreement or other agreement or instrument to which Seller is a party or by which Seller is bound or to which its properties are subject. Violate any law or order, rule, regulation, writ, injunction or decree of any government, governmental instrumentality or court having jurisdiction over Seller or any of its assets or right; or Result in the creation or imposition of any lien, charge or encumbrance of any kind whatsoever, on any such assets or rights other than those created or imposed by this Agreement.

(r) Ownership of Membership Interests, Power and Authority to Sell. The Seller own all rights, title and interest in and to the Purchased Membership Interests being sold and the Membership Purchased Stock will be, on the Closing Date, free and clear of any liens, encumbrances, adverse rights and claims of any kind whatsoever other than restrictions as to marketability imposed by securities laws. The Seller has the power and authority to sell the Membership Interests being sold hereunder to the Buyer pursuant to this Agreement free and clear and to execute, deliver and otherwise perform this Agreement.

(s) Obligations to Related Parties. There are no obligations of the Seller to any of Northeast's current or former officers, managers, directors, members, stockholders, employees.

(t) Validity and Binding Effect. The Agreement is the legal, valid and binding obligations of the Seller and Northeast, enforceable in accordance with their respective terms, subject to limitations imposed by bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors.

(u) All of the outstanding Membership Interests being conveyed by the Seller are validly issued, fully paid, and non-assessable. At the Closing, the Seller shall endorse such Membership Interests certificates to the Buyer for the Purchased Membership Interests, which evidences a Fifty Percent (50%) ownership interest in Northeast. The Seller has, and upon the Closing pursuant to the terms of this Agreement, the Buyer will have, good and marketable title to the Purchased Membership Interests, free and clear of all security interests, liens, encumbrances, or other restrictions or claims, subject only to restrictions as to marketability imposed by securities laws.

(v) No Conflicts. The consummation of the transactions hereby contemplated and the performance of the obligations of the Seller and Northeast under and by virtue of this Agreement or the Ancillary Documents will not result in any breach of, or constitute a default under, any material mortgage, security deed or agreement, deed of trust, lease, bank loan or credit agreement, corporate charter or bylaws, agreement or certificate of limited partnership, license, franchise, or any other instrument or agreement to which the Seller or Northeast are a party or by which the Seller or Northeast or their respective properties may be bound or affected or to which the Seller or Northeast have not obtained an effective waiver which could reasonably be expected to have a material adverse effect on Northeast or its future operations taken as a whole.

(w) Other Agreements; No Defaults. The Seller and Northeast are not parties to any indenture, loan or credit agreement, lease or other agreement or instrument, or subject to any charter or corporate restriction that could, by virtue of containing terms and conditions other than usual and customary for the circumstances, reasonably be expected to have a material adverse effect on the Business, properties, assets, operations or conditions, financial or otherwise, of Northeast, or the ability of the Seller or Northeast to carry out their obligations under this Agreement and the Ancillary Documents to which they are a party. As of the date hereof, to the best of the Seller's Knowledge, Northeast is not in default in any respect in the performance, observance or fulfillment of any of the material obligations, covenants or conditions contained in any agreement or instrument material to the Business to which it is a party, and no other default by Northeast or event has occurred and is continuing that with notice or the passage of time or both would reasonably be expected to constitute a material default by Northeast.

(x) Statements Not False or Misleading. No representation or warranty given as of the Closing Date by the Seller or Northeast contained in this Agreement, any exhibit attached hereto, the Ancillary Documents, or any statement in any document, certificate or other instrument required by the terms hereof furnished to the Buyer, contains or will contain any material untrue statement. As of the Closing Date, there is no fact known to the Seller which materially adversely affects, or in the future could reasonably be expected to materially adversely affect, the business, operations, cash flows, properties or assets or the condition, financial or otherwise, of Northeast which has not been disclosed in this Agreement, the exhibits, the Ancillary Documents, or in any documents, certificates, information or written statements furnished to the Buyer for use in connection with the transactions contemplated hereby.

(y) Absence of Certain Changes. Since the prior six (6) months through the Closing Date, except as contemplated or permitted by this Agreement there has not been:

(i) Any material adverse change in the business, financial condition, operations, or Assets of Northeast;

- (ii) Any damage, destruction, or loss, whether covered by insurance or not materially adversely affecting the properties of Northeast or the Business;
 - (iii) Any sale or transfer by Northeast of any tangible or intangible asset other than in the ordinary course of business, any mortgage or pledge or the creation of any security interest, lien, or encumbrance on any asset, or any lease of property, including equipment, other than tax liens with respect to taxes not yet due and contract rights of customers in inventory;
 - (iv) Any redemption or other repurchase by Northeast of any Membership Interest of Northeast;
 - (v) Any material transaction not in the ordinary course of business of Northeast;
 - (vi) The lapse of any material trademark, assumed name, trade name, service mark, copyright, or license or any application with respect to the foregoing;
 - (vii) The grant of any increase in the compensation of officers or employees (including any increase pursuant to any bonus, pension, profit-sharing, or other plan) other than customary increases on a periodic basis or required by agreement or understanding in the ordinary course of business and in accordance with past practice;
 - (viii) The discharge or satisfaction of any material lien or encumbrance or the payment of any material liability other than current liabilities in the ordinary course of business;
 - (ix) The making of any material loan, advance, or guaranty to or for the benefit of any person except the creation of accounts receivable in the ordinary course of business; or
 - (x) An agreement to do any of the foregoing.
- (aa) Title and Related Matters. Northeast has good and marketable title to all of the Assets, which Assets are described on Exhibit A attached hereto (except properties and assets sold or otherwise disposed of subsequent to the Closing Date in the ordinary course of business or as contemplated in this Agreement), free and clear of all security interests, mortgages, liens, pledges, charges, claims, or encumbrances of any kind or character, excluding inventory subject to ordinary course of business trade terms, which will continue after Closing.
- (ab) Undisclosed Liabilities. Except as and to the extent specifically reflected in Exhibit B, Northeast shall have no other material liabilities of any nature (whether accrued, absolute, contingent, known or unknown, determinable or not or otherwise) on the Closing Date.
- (ac) Taxes. Northeast has timely and properly completed and filed in correct form all United States federal, state, local, foreign, and other tax returns ("Tax Returns") and estimates of every nature required to be filed by Northeast and paid all taxes due as shown on such returns and all assessments of which notice has been received. All such Tax Returns (after giving effect to any amendments thereto) were correct and complete in all material respects and were prepared in material compliance with applicable laws and regulations. All taxes due and payable with respect to such Tax Returns, including, without limitation, any assessments imposed on or before the Closing, have been paid. Northeast and the Seller (as they relate to Northeast or the Business) have paid all taxes due and payable by them, whether or not shown as due on any Tax Return. No claim has ever been made with respect to Northeast by an authority in writing in a jurisdiction where Northeast does not file Tax Returns that Northeast is or may be subject to taxation by that jurisdiction. Northeast has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, equity owner or other Person. Neither Northeast nor the Seller has been advised, in writing, (a) that any of the Tax Returns of Northeast or the Seller have been or are currently being audited, or (b) of any deficiency, claim, issue or proposed judgment with respect to taxes of Northeast or any Seller (as they relate to Northeast or the Business). Northeast has delivered or made available to the Buyer correct and complete copies of all Tax Returns filed, examination reports, and statements of deficiencies assessed or agreed to by the Seller.

(ad) Condition of Northeast Assets. With respect to the equipment owned, leased or used by Northeast: (i) to the best of the Seller' Knowledge, Northeast is and at all times has been in compliance with all applicable material law relating to all such equipment; (ii) to the best of the Seller' Knowledge, all material equipment is in serviceable condition consistent with its age and use and (iii) there are no outstanding requirements or recommendations by fire underwriters or rating boards, insurance Company or holders of mortgages or other security interests requiring or recommending any material repairs or work to be done with reference to any such equipment, and in any case only where any failure relating thereto would be reasonably likely to have a material adverse effect on Northeast.

(ae) Employment Contracts. Northeast is not bound by any employment agreements, either written or oral, with any employees or independent contractors of Northeast which are not terminable at will, except as may be prohibited by any law, rule or regulation.

(af) Employment Practices. Northeast follows all federal and state laws and regulations respecting employment and employment practices, including, without limitation, payment of payroll, withholding and unemployment taxes.

(ag) Employee Plans. On the Closing Date, Northeast does not maintain any of the following plans (the "Employee Plans"): (1) any employee pension benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including any person, profit sharing, retirement, thrift, or stock purchase plan; (2) any employee welfare benefit (as such term is defined in ERISA); (3) any other compensation, stock option, restrictive stock, fringe benefit or retirement plan of any kind whatsoever, formal or informal, not included in the foregoing or providing for benefits for, or the welfare of, any or all of the current or former employees or agents of Northeast or any ERISA Affiliate or any of their beneficiaries or dependents, including any group health, life insurance, retiree medical, bonus, incentive or severance plan; (4) any "multi-employer" plan as such term is defined in ERISA or the Internal Revenue Code of 1986, as amended (the "IRC"); or (5) any "multi-employer welfare arrangement" as defined in ERISA.

(ah) Insurance. Northeast carries and shall continue to carry after the Closing Date insurance to protect against various risks as outlined. Each insurance policy currently held by Northeast is in full force and effect and Northeast is not in material breach of or in default under any such policy, except where any such breach or default could not be reasonably be expected to have a material adverse effect. Neither the Seller nor Northeast have received any notice of or any reason to believe that there is or has been any actual, threatened, or contemplated termination or cancellation of any insurance policy. Northeast has not failed to give any notice or to present any claim under any insurance policy in a due and timely fashion.

REPRESENTATIONS AND WARRANTIES OF BUYER

6. Representations and Warranties of Buyer. Buyer hereby represents and warrants that the following shall be true as of the date hereof and as of the Closing Date (as if made at the Closing), and shall survive the Closing:

(a) Organization. Buyer is a Limited Liability Company duly organized, validly existing in good standing under the laws of the State of New York and has all requisite power and authority to own its properties and conduct the business in which it is presently engaged.

(b) Authority. Buyer has all requisite power and authority, including the approval of its Board of Directors, to execute, perform, and carry out the provisions in this Agreement.

(c) Conduct Pending Closing. From the date hereof up to the Closing Date, Seller shall carry on the Business diligently, only in the ordinary course of business and in the same manner as heretofore conducted by Seller and will keep and maintain the Assets in good and safe repair and condition consistent with past practices. All other legal fees, accounting fees and broker fees, if any, and the expenses of any other services rendered or incurred relating to this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring the same.

7. Conditions to Obligations of Buyer to Proceed on the Closing Date. The obligations of Buyer to proceed on the Closing Date shall be subject to the satisfaction (or waiver by the Buyer in writing), on or prior to the Closing, of all the following conditions: (a) All representations and warranties of Seller shall be true and correct as of the Closing as if made on that date; and all covenants of the Seller to be performed prior to or as of the Closing shall have been performed. (b) Buyer shall have had the opportunity prior to the Closing Date to review the business records of the Business and Buyer shall not have discovered during such review any substantial liabilities relating to the Business that were not previously disclosed to Buyer. (c) Buyer shall have the right to talk with Seller's employees about the proposed sale of the Membership Interests and its effect upon them at any time before Closing. Buyer shall be under no obligation to hire any of Seller's employees.

8. Indemnification. Seller shall for a period of two years after the Closing Date, defend, indemnify and hold harmless Buyer, its successors, assigns, affiliates, licensees and sublicenses, and the respective officers, directors, agents and employees, from and against any action, suit, claim, damages, liability arising out of or in any way connected with any breach of any representation or warranty made by Seller herein. Buyer shall give Seller prompt notice of any such claim or of any threatened claim.

9. Termination. This Agreement may be terminated and the transactions completed herein may be abandoned after the date of this Agreement, but no later than the Closing Date by mutual written consent of all parties hereto; by Buyer if the conditions in Section 12 hereof have not been met and have not been waived in writing by the party seeking to terminate on or before the Closing Date; or by Seller if the conditions in Section 9 hereof have not been met and have not been waived in writing by the party seeking to terminate on or before the Closing Date.

10. Return of Purchase Price. In the event of the termination or abandonment of the Agreement, the Seller shall return the Purchase Price.

MISCELLANEOUS PROVISIONS

11. Counterparts. This Agreement may be executed in counterparts with the same effect as if the signatures thereto were on the same instrument. This Agreement shall be effective and binding upon all parties hereto when all parties have executed a counterpart of this Agreement.

12. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given, when received, if delivered by hand, telegram, telex or telecopy, and, when deposited, if placed in the mails for delivery by express mail, postage prepaid, addressed to the appropriate party. Addresses may be changed by written notice given pursuant to this paragraph, however, any such notice shall not be effective, if mailed, until three (3) working days after depositing in the mails or when received, whichever occurs first.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, nothing in this Agreement is to be construed as an authorization or right of any party to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party hereto.

14. Entire Agreement. This Agreement, together with the exhibits hereto and the related written agreements specifically referred to herein, represents the only agreement among the parties concerning the subject matter hereof and supersedes all prior agreements whether written or oral, relating thereto.

15. Modification and Waiver. No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

16. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.

17. Survival of Representations, Warranties and Agreements. For a period of one year after the Closing Date, all covenants, representations, warranties and agreements made by the parties hereunder shall survive the Closing Date, the delivery of the Assets, and the dissolution and liquidation of any party hereto and remain effective regardless of any investigation at any time, whether before or after the date of this Agreement, made by or on behalf of any party or of any information any party may obtain or have, whether before or after the date of this Agreement, in respect thereof and regardless of any non-exercise by a party of any rights hereunder.

18. Further Assurances. Each of the parties shall do all such acts and things and shall execute and deliver, or cause to be executed and delivered, all such documents, instruments and agreements as may be necessary or desirable to give effect to the provisions of and intent of this Agreement.

19. No Waiver; Remedies Cumulative. No failure on the part of a party hereto to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Remedies herein provided are cumulative and not exclusive of any remedies provided by law.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner appropriate to each, to be effective as of the day and year first above written.

BUYER:

WASTE RECOVERY ENTERPRISES, LLC

By: /s/ Louis Pavaglio

SELLER:

CHARLES W. TEELON:

By: /s/ Charles W. Teellon

EXHIBITS

EXHIBIT "A" — Listing of Tangible Assets Acquired by Buyer

1993 International Truck with Alagane 15 HP Shredder, 230 Volt Generator, Tipper and Scale
2010 Chevy 14' Box Truck with Tommy lift gate
2003 Chevy Box Truck with Tommy Lift Gate

2000 Toyota Electric Forklift with KW Battery and Two KW Chargers, Model 5FBE15
Ameri-Shred 30 HP Shredder AMS - 3000 230 Volt 3 Phase
TWG 16' Transfer Conveyer Machine Model MDS2yF175B
20' TWG Sorting Conveyer
Closed end horizontal Bale Master Baler
Vertical Cardboard Baler - Model HP 2200
Better Shredder Hard drive Shredder - Model HD6150
5000 Capacity Arlyn Floor Scale

Amerishred Bin Tipper
200 95 Gallon Totes 250 65 Gallon Totes
300 All Source Shredding Consoles

EXHIBIT “B” — Listing of Debt Assumed by Buyer

Loan with M&T Bank, original principal of \$25,000 with an approximate balance of \$23,000 and approximate payment of \$500

Line of Credit with M&T bank with approximate balance of \$32,000 with interest only payments of approximately \$180