

**ADDENDUM NO. 5
TO SERVICE AGREEMENT**

THIS ADDENDUM NO. 5 TO SERVICE AGREEMENT effective as of November 28, 2012 (“Addendum No. 5”) modifies and supplements that certain **SERVICE AGREEMENT**, dated as of September 9, 2009, as amended by various Addenda thereto (as so amended, the “Service Agreement”), made by and between **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a public body politic and corporate of the Commonwealth of Virginia (“SPSA”), and **WHEELABRATOR PORTSMOUTH INC.**, a Delaware corporation (as successor by assignment from Wheelabrator Technologies Inc.) (the “Company”). Except as otherwise expressly defined in this Addendum No. 5, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Service Agreement.

WHEREAS, the Company and SPSA executed the Service Agreement pursuant to which the Company will and does manage, operate and maintain the Facilities in accordance with the terms and conditions therein; and

WHEREAS, the Parties desire to enter into this Addendum No. 5 to modify, amend and supplement certain terms and conditions of the Service Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments to the Service Agreement.

(a) Deletion of Defined Term: Section 2.1 (“Definitions”) is hereby amended by the deletion of the defined term “Estimated Real Property Tax”.

(b) Deletion of Property Taxes Provision. Section 8.2.8.2.4 (“Property Taxes”) of the Service Agreement is hereby amended and restated in its entirety as follows:

“Section 8.2.8.2.4 Property Taxes. Not Used.”

(c) Amendment to Definition of Annual Delivery Guarantee. The definition of “Annual Delivery Guarantee”, currently set forth in Section 7.1.1 of the Service Agreement, is hereby amended and restated in its entirety as follows:

“Annual Delivery Guarantee” for any given Billing Year means the Tons of SPSA Acceptable Waste applicable to such Billing Year, as determined by reference to the following chart:

Billing Year	Tons of SPSA Acceptable Waste
Any Billing Year ending on or before June 30, 2013 (<i>pro rata for a Billing Year less than a full twelve (12) months</i>)	500,000
July 1, 2013 through June 30, 2014	497,500

Billing Year	Tons of SPSA Acceptable Waste
July 1, 2014 through June 30, 2015	497,500
July 1, 2015 through June 30, 2016	496,250
July 1, 2016 through June 30, 2017	490,000
Any Billing Year beginning on or after July 1, 2017 (<i>pro rata for a Billing Year less than a full twelve (12) months</i>)	500,000

”

(d) Amendment to Annual Fee Definition. The definition of “Annual Fee”, currently set forth in Section 2 of and Schedule 27 to the Service Agreement, is hereby amended and restated in its entirety to mean the fixed amount for each respective Billing Year set forth in (new) Schedule 27 (Annual Fee) appended to this Addendum No. 5 as Annex I.

(e) Waste Diversion Fees. Section 1(d)(iii) of Addendum No. 4 to the Service Agreement is hereby amended and restated in its entirety as follows:

“(iii) If and to the extent any “diversion plan” under the SOP for Waste Diversion involves the diversion of waste from one or more SPSA Transfer Stations to a SPSA Landfill, which such diversions to a SPSA Landfill shall be effected only if and to the extent (if at all) SPSA in its sole discretion determines that one or more SPSA Landfills are available to accommodate such diversion (it being acknowledged and agreed by the Company that nothing in the Service Agreement, any Addendum thereto or the SOP for Waste Diversion shall or shall be deemed under any circumstances to obligate SPSA to accept at any SPSA Landfill any waste diverted by the Company), then (x) the Company shall pay to SPSA an amount equal to the sum of (1) SPSA’s actual increased transportation costs (if any) to deliver the diverted waste to such SPSA Landfill over what SPSA’s actual transportation costs would have been if the diverted waste had been delivered by SPSA to the RDF Facility plus (2) the Waste Diversion Fee (defined below) in effect for the applicable Billing Year; and (y) any waste diverted to a SPSA Landfill under the SOP for Waste Diversion in accordance with the foregoing shall be credited towards the Annual Delivery Guarantee.

For purposes hereof, the “Waste Diversion Fee” for a given Billing Year (or portion thereof) shall be determined by reference to the following chart:

Billing Year	Waste Diversion Fee
Any Billing Year ending on or before December 31, 2012	The product of the then-applicable posted per ton rate for Non-Contract Waste at the applicable SPSA Landfill times the total amount of diverted waste.

Billing Year	Waste Diversion Fee
January 1, 2013 through June 30, 2014	\$44/ton
July 1, 2014 through June 30, 2015	\$46/ton
July 1, 2015 through June 30, 2016	\$48/ton
July 1, 2016 through June 30, 2017	\$50/ton
July 1, 2017 through June 30, 2018	\$52/ton

If the Term of the Service Agreement is extended by SPSA in accordance with Section 16.1 of the Service Agreement, the Waste Diversion Fee for each Billing Year from and after July 1, 2018 shall be mutually agreed upon by the parties hereto.”

2. Incorporation into Service Agreement; Interpretation. The provisions of this Addendum No. 5 are essential components of the Service Agreement and, as such, shall be incorporated into and are hereby made an essential part thereof. This Addendum No. 5 is supplementary to and modifies the Service Agreement, but to the extent reasonably practicable this Addendum No. 5 is intended to be read and construed in a manner consistent with the existing terms of the Service Agreement; however, if there is a conflict between the terms of this Addendum No. 5 and the terms of the Service Agreement, the terms of this Addendum No. 5 shall control with respect to the subject matter of such conflict.

3. Full Force and Effect. Except as expressly modified herein, all other terms and provisions set forth in the Service Agreement shall remain in full force and effect and shall not otherwise be affected by this Addendum No. 5.

4. Counterparts. This Addendum No. 5 may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Addendum No. 5 by telecopier or electronic delivery shall be effective as delivery of a manually executed counterpart of this Addendum No. 5.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Addendum No. 5 as of the date first mentioned above.

**SOUTHEASTERN PUBLIC
SERVICE AUTHORITY OF VIRGINIA,**
a public body politic and corporate of the Commonwealth of
Virginia

By: _____
Name: _____
Title: _____

WHEELABRATOR PORTSMOUTH INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ANNEX I

Amended and Restated Annual Fee Schedule

See attached.

SCHEDULE 27

ANNUAL FEE

Billing Year	Annual Fee
Commencement Date through June 30, 2010	\$18,000,000
July 1, 2010 through June 30, 2011	\$19,000,000
July 1, 2011 through June 30, 2012	\$20,000,000
July 1, 2012 through June 30, 2013	\$21,000,000
July 1, 2013 through June 30, 2014	\$21,890,000
July 1, 2014 through June 30, 2015	\$22,885,000
July 1, 2015 through June 30, 2016	\$23,820,000
July 1, 2016 through June 30, 2017	\$24,500,000
July 1, 2017 through June 30, 2018	\$26,000,000
July 1, 2018 through June 30, 2019	\$26,000,000 x EPAF
July 1, 2019 through June 30, 2020	\$26,000,000 x EPAF
July 1, 2020 through June 30, 2021	\$26,000,000 x EPAF
July 1, 2021 through June 30, 2022	\$26,000,000 x EPAF
July 1, 2022 through June 30, 2023	\$26,000,000 x EPAF
July 1, 2023 through June 30, 2024	\$26,000,000 x EPAF
July 1, 2024 through June 30, 2025	\$26,000,000 x EPAF
July 1, 2025 through June 30, 2026	\$26,000,000 x EPAF
July 1, 2026 through June 30, 2027	\$26,000,000 x EPAF
July 1, 2027 through June 30, 2028	\$26,000,000 x EPAF

For each Billing Year (“n”) starting July 1, 2018, the extension period adjustment factor (“EPAF”) shall be the greater of (a) 1.0 or (b) the number determined as follows:

- 0.6 x Labor Index for Billing Year “n” divided by the Labor Index for the second quarter of 2017

- plus 0.35 x Machinery and Equipment Index for Billing Year “n” divided by Machinery and Equipment Index for June, 2017

- plus 0.05 x Chemical Index for Billing Year “n” divided by Chemical Index for June, 2017

Where:

- (a) The index for any Billing Year is the index published for July, or the third quarter of the preceding year, as applicable;

- (b) The Labor Index is the Employment Cost Index, Wages and Salaries, Private Industry, Utilities, Series ID CIU2024400000000I, published quarterly by the U.S. Department of Labor, Bureau of Labor Statistics.

- (c) The Machinery and Equipment Index is the Producer Price Index - Commodities, Machinery and Equipment, General Purpose Machinery and Equipment, Series ID WPU114 published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

- (d) The Chemical Index is the Producer Price Index- Commodities, Chemicals and Allied Products, Industrial Chemicals Series ID WPU061 published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

If, at the commencement of any Billing Year, any index is not available for the above stated month or quarter, the most recently published value of such index shall be utilized to estimate the EPAF for each Billing Month in such Billing Year until such time that all of the above stated indices are available for the above stated month or quarter. When all of the above stated indices are available for the above stated month or quarter, the final EPAF shall be calculated for such Billing Year, and all Billing Months in such Billing Year where the estimated EPAF was used will be adjusted using the final EPAF, and the Company shall submit an invoice for either (i) an additional payment to the Company by SPSA to correct for underpayments, or (ii) a credit to SPSA to correct for overpayments. The final EPAF shall be used for all the remaining Billing Months in such Billing Year.

If any index defined above shall not be determined and published or if any index as it is construed on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and announced on a basis substantially similar to the index being replaced as shall be mutually agreed upon by SPSA and the Company. If one or more indices are substituted due to the preceding sentence, the base indices (the denominator for each index) used in this Schedule 27 in the Fiscal Year the substitution is made, and all subsequent Fiscal Years, shall be changed to the value from the third quarter or September, as the case may be, for the Fiscal Year prior to the Fiscal Year the substitution is being made

[END]