

**ADDENDUM NO. 6
TO
SERVICE AGREEMENT**

THIS ADDENDUM NO. 6 TO SERVICE AGREEMENT, dated as of November 14, 2017 (“Addendum No. 6”), modifies, amends 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., a Delaware corporation) (the “Company”). Except as otherwise expressly defined in this Addendum No. 6, capitalized terms used by not otherwise defined herein shall have the meanings ascribed to such terms in the Service Agreement.

WHEREAS, the Company and SPSA entered into the Service Agreement pursuant to which the Company manages, operates and maintains the Facilities in accordance with the terms and conditions described therein;

WHEREAS, the Service Agreement provides that SPSA may extend the Term for an additional period not to exceed ten (10) years;

WHEREAS, the Company has waived the prior Notice requirement and SPSA desires to extend the Term in accordance with the Service Agreement, all as more particularly described herein; and

WHEREAS, in connection with SPSA’s exercise of its right to extend the Term, the Parties desire 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. Extension Period. The Company hereby waives the Notice requirement set forth in Section 16.1.1 of the Service Agreement. SPSA hereby exercises its extension right pursuant to Section 16.1.1 of the Service Agreement on the terms and conditions set forth in this Addendum No. 6.
2. Amendments to the Service Agreement.
 - (a) Deletion of Certain Defined Terms. Section 2.1 (*Definitions*) of the Service Agreement is hereby amended by the deletion of the following defined terms: Annual Delivery Guarantee, Annual Fee, ANP Revenue Share, Authorized Hauler Tipping Fee, Blended Tipping Fee, Company Change in Law Notice, Company Cost Threshold, Company Objection Notice, Company Responsible

Percentage, Diverted Waste Costs, Excess Tonnage Fee, Fuel Surcharge, Letter of Credit, Loading Fee, Loading Rate, Monthly Fee, NP Hauler, Pass Through Costs, Performance Guarantees, Projected Monthly Waste Shortfall, Punch List Items, Sourced Special Waste Contract, SPSA Change in Law Notice, SPSA Cost Threshold, SPSA Excess Tonnage, SPSA Facility Pass Through Costs, SPSA Hauling Fee, SPSA Objection Notice, SPSA Responsible Percentage, SPSA Tipping Fee, Steam Energy Delivery Guarantee Shortfall Damages, Transfer Station Receiving Time, Transition Period and Virginia Beach Landfill.

(b) Amendment to Defined Terms.

- (i) The following definitions in Section 2.1 (*Definitions*) of the Service Agreement are hereby deleted in their entirety and the following defined terms are substituted in lieu thereof:

“Authorized Hauler(s)” means the haulers listed on Schedule 8 (Authorized Haulers) (as such Schedule may be updated from time to time by SPSA upon Notice to the Company) and any other Entity maintaining a waste delivery agreement with SPSA for delivery of Authorized Hauler Acceptable Waste.”

“Commencement Date” means April 29, 2010.”

“Company Landfill(s)” means one or more Landfill(s) selected by the Company, but excluding any SPSA Landfill.”

“RDF Facility” means the RDF Facility as described in Schedule 1 (Description of Facilities), including for operation, maintenance, repair and replacement purposes only as more particularly addressed in this Agreement, SPSA’s Scales and Scalehouses, SPSA’s Roadways and SPSA’s Tipping Floor.”

“SPSA Facilities” means (i) prior to the sale of SPSA’s RDF Assets in accordance with Section 3.12, SPSA’s RDF Assets, SPSA Transfer Stations and SPSA’s Landfill(s), and (ii) following the sale of SPSA’s RDF Assets to the Company in accordance with Section 3.12, SPSA Transfer Stations and SPSA’s Landfill(s).”

“Term” means the term of this Agreement which term shall commence on the Commencement Date and end at midnight on January 31, 2019, unless sooner terminated in accordance with the terms herein or extended pursuant to Section 16.1.1.”

- (ii) Section 2.1 (*Definitions*) of the Service Agreement is hereby amended to add the following definitions in the appropriate alphabetical order:

“Addendum No. 4” means that certain Addendum No. 4 to the Service Agreement dated as of April 1, 2011, between SPSA and the Company.”

“Addendum No. 6” means that certain Addendum No. 6 to the Service Agreement dated as of November 14, 2017.”

“Addendum No. 6 Effective Date” means January 25, 2018.”

“Payment and Performance Bond” shall have the meaning given to such term in Section 11.4.”

“Qualified Surety” means any nationally recognized property and casualty insurance company, authorized to write surety bonds, that is licensed by the insurance department of the State and otherwise acceptable to SPSA in its reasonable discretion.”

“RDF Scales and Scalehouses” means the scales and scalehouses located at the Facilities Site as more particularly described and depicted in Schedule 2 (Facilities Site).”

“RDF Tipper” means the vehicle lifting device installed at the RDF Facility and supervised, managed and maintained by the Company used to lift and tip loads of Solid Waste being delivered by transport vehicles to the RDF Facility.”

“SPSA Waste Estimate” shall have the meaning specified in Section 7.1.1.”

“Tipper Fee” shall have the meaning specified in Section 8.2.2.”

“Waste Diversion Costs” shall have the meaning specified in Section 8.2.6.”

“Waste Tipping Fee” shall have the meaning specified in Section 8.2.2.”

“WPI Residue Estimate” shall have the meaning specified in Section 7.10.”

- (c) The opening paragraph in Section 3 (*Obligations of the Company*) shall be amended to delete the words “Monthly Fee” and replaced with “Waste Tipping Fee”.
- (d) The proviso at the end of Section 3.2(j) of the Service Agreement shall be deleted in its entirety and not replaced.
- (e) Section 3.2(o) of the Service Agreement shall be deleted in its entirety and the following is substituted in lieu thereof:

“(o) Supply or cause to be supplied to each SPSA Transfer Station such number of trailers and trucks necessary to receive loads of and transport all diverted Acceptable Waste from SPSA Transfer Stations in accordance with Section 7.1.7.”

- (f) Section 3.2(p) of the Service Agreement shall be deleted in its entirety and the following is substituted in lieu thereof:

“(p) Remove, transport and dispose of all diverted Acceptable Waste to Company Landfill(s) in accordance with Section 7.1.7.”

- (g) The last sentence of the first paragraph of Section 3.12 (*Ownership and Title*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Except with respect to any interests, if any, the U.S. Navy may have in SPSA’S RDF Assets under the U.S. Navy easements, until the sale and assignment of SPSA’s RDF Assets in accordance with this Section 3.12, SPSA’s RDF Assets are titled in the name of and owned by SPSA.”

- (h) The first sentence of the third paragraph of Section 3.12 (*Ownership and Title*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“On or about the Addendum No. 6 Effective Date, SPSA shall, subject to approval of the U.S. Navy, sell to the Company and the Company shall purchase, on an “as is, where is” condition at such time, SPSA’s RDF Assets for one dollar (\$1.00).”

- (i) Section 3.13.7 (*Member Community Resident Waste Deliveries*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”

- (j) The parenthetical and words “(but not taxes on SPSA’s RDF Assets)” in Section 3.15 (*Taxes and Contributions*) of the Service Agreement shall be deleted in its entirety and not replaced.

- (k) A new Section 3.22 (*RDF Scales and Scalehouses Operation and Maintenance*) is hereby added to the Service Agreement to read as follows:

“Section 3.22 RDF Scales and Scalehouses Operation and Maintenance. The Company shall, at its own cost and expense, operate, maintain, repair and replace, as necessary and appropriate in accordance with Prudent Industry Practices, the RDF Scales and Scalehouses. The Company shall operate the in-bound RDF Scales and Scalehouses twenty-four (24) hours

per day, six (6) days per week, with Sunday from 6:00 a.m. (local time) to Monday at 6:00 a.m. (local time) being the period of non-operation.”

- (l) A new Section 3.23 (*RDF Tipper*) is hereby added to the Service Agreement to read as follows:

“Section 3.23 RDF Tipper. The Company may, at its sole cost and expense, install a RDF Tipper at the RDF Facility and, to the extent installed, the Company shall, at its sole cost and expense, supervise, direct, maintain and manage the RDF Tipper and permit the use of the RDF Tipper by SPSA vehicles delivering SPSA Acceptable Waste to the RDF Facility. The Company shall, at its sole cost and expense, provide all training and training materials on the safe operation and use of the RDF Tipper to SPSA employees at such place and at such date(s) and time(s) as may be arranged by the Company and SPSA. In advance of such training, the Company shall provide a copy of all training materials to SPSA’s Authorized Representative. The Company shall indemnify and hold the SPSA Indemnified Parties harmless from and against any Losses incurred in connection with or relating to the use, operation or management of the RDF Tipper. The Company shall not be liable under the foregoing indemnification provision if the Loss is determined by a court to have resulted solely from the willful misconduct of a SPSA employee. Before implementation and use of the RDF Tipper for SPSA vehicles, (a) the Company shall provide to SPSA information reasonably requested by SPSA pertaining to the use of the RDF Tipper, including engineering verification as to the ability of the RDF Tipper to handle SPSA trailers containing full loads of SPSA Acceptable Waste and (b) the Parties shall develop a mutually agreeable written standard operating procedure regarding the use of the RDF Tipper by vehicles transporting SPSA Acceptable Waste to the RDF Facility and for the calculation, reporting and verification of SPSA vehicles utilizing the RDF Tipper. In no event shall the failure, breakdown or malfunction of, or the inability or refusal to use, the RDF Tipper constitute an Uncontrollable Circumstance, SPSA Fault or SPSA Event of Default hereunder.”

- (m) Sections 4.2.1, 4.2.2 and 4.2.4 (*Acceptance of Authorized Hauler Acceptable Waste at SPSA Transfer Stations*) of the Service Agreement are hereby deleted in their entirety and the following is substituted in lieu thereof: “[Reserved].”
- (n) Sections 4.2.3, 4.2.5 and 4.2.6 of the Service Agreement are hereby deleted in their entirety and the following is substituted in lieu thereof:

“Section 4.2.3 Weighing of Authorized Hauler Acceptable Waste. SPSA shall operate and maintain scales and associated computer and record-keeping equipment at SPSA Transfer Stations and weigh scales records for

the purpose of recording the information to be supplied by SPSA in accordance with Section 7.4.2(a).

Section 4.2.5 Calibration of Scales at SPSA Transfer Stations. SPSA, at its sole cost and expense, shall cause the weigh scales at SPSA Transfer Stations to be tested and calibrated by an independent third party experienced in the testing and calibration of such weigh scales, as often as is required by Applicable Law. The Parties agree that the State is an experienced, independent third party for purposes of the preceding sentence. The Company may request more frequent testing of the weigh scales at the Company's sole cost and expense, provided, such testing shall not unreasonably interfere with SPSA's operations and the operation and maintenance of SPSA Transfer Stations.

Section 4.2.6 Unavailability of Scale Records. In the event that actual data from the scales at SPSA Transfer Stations is not available to SPSA, SPSA shall estimate the quantity of SPSA Acceptable Waste exiting the SPSA Transfer Stations and being delivered to the RDF Facility (or, attempted to be delivered to the RDF Facility) and shall provide such estimates to the Company."

- (o) Section 4.3 (*Delivery of SPSA Acceptable Waste; Sorting*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

"Section 4.3 Delivery of SPSA Acceptable Waste. The Parties acknowledge that once commingled at SPSA Transfer Stations, SPSA Acceptable Waste may include Solid Waste delivered by or on behalf of SPSA Member Communities, third persons under contract with SPSA (including, but not limited to, Authorized Haulers) and Non-Contract Waste, which may be comprised of both Processible Waste and/or Non-Processible Waste. At no time after weighing at SPSA Transfer Stations shall SPSA be required or obligated to segregate, sort or otherwise deliver separate loads of Solid Waste delivered by or on behalf of SPSA Member Communities from Solid Waste received by SPSA from all other third persons. The Company expressly acknowledges and agrees that (a) SPSA has no obligation to sort or separate Processible Waste from Non-Processible Waste, (b) SPSA Acceptable Waste delivered to the RDF Facility will include Non-Processible Waste, and the Company shall accept (and not reject) the same, and (c) the delivery of Non-Processible Waste to the RDF Facility shall not, under any circumstances, (i) constitute a breach of SPSA's obligations hereunder, (ii) be deemed to be an Uncontrollable Circumstance or SPSA Fault, or (iii) give rise to a SPSA Event of Default hereunder. The Company acknowledges and agrees that (A) it is not entitled to receive, charge or collect any fees, charges and other amounts from the Authorized Haulers for the delivery of Authorized Hauler Acceptable

Waste to SPSA Transfer Stations or delivery of Member Community Acceptable Waste or U.S. Navy waste under contract with SPSA, in either case, to the RDF Facility, and (B) SPSA is solely entitled to collect, receive and retain such fees, charges and other amounts from Authorized Haulers and all other third persons under contract with, or otherwise obligated to pay, SPSA for delivery of Solid Waste to SPSA Transfer Stations.”

- (p) Section 4.4 (*Scales and Scalehouses Operation and Maintenance*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (q) Section 4.6.1(a)(2) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (r) Section 4.7 (*Maintenance of Warranties and Guarantees*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (s) Section 6 (*Maintenance Inspections and SPSA Rights*) (including Sections 6.1, 6.2 and 6.3) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (t) Section 7.1.1 (*Annual Delivery Guarantee of SPSA Acceptable Waste; SPSA Excess Tonnage*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 7.1.1 SPSA Waste Estimate. Subject to the terms and conditions of this Agreement, on or before January 1, 2018, SPSA shall provide the Company with an estimate of the SPSA Acceptable Waste (a “SPSA Waste Estimate”) that it expects to deliver, or cause to be delivered, to the RDF Facility hereunder, during such Billing Year (or partial Billing Year). SPSA may, in its discretion, but shall not be required to, independently update such SPSA Waste Estimate from time to time throughout the applicable Billing Year by providing at least thirty (30) Days prior Notice to the Company’s Authorized Representative, though SPSA may provide the Company with additional and/or more frequent estimates to the extent that SPSA receives additional/more frequent updates from SPSA Member Communities; provided, however, that SPSA’s delivery to the Company in one or more Billing Year(s) of SPSA Acceptable Waste that exceeds, or is less than, the SPSA Waste Estimate for such Billing Year(s) shall not, under any circumstances, (a) constitute a breach of SPSA’s obligations hereunder, (b) be deemed to be an Uncontrollable Circumstance or SPSA Fault, or (c) give rise to a SPSA Event of Default hereunder.

Except as expressly provided hereunder (including for diversions pursuant to Section 7.1.2 or where SPSA does not utilize the Company’s Work in

accordance with Section 7.1.7), SPSA shall deliver, or caused to be delivered, to the RDF Facility all SPSA Acceptable Waste received at the Chesapeake, Landstown, Norfolk and Oceana SPSA Transfer Stations from SPSA Member Communities (or an equivalent amount of SPSA Acceptable Waste (but excluding, for purposes of such calculation, the amount of SPSA Acceptable Waste directly hauled by the City of Portsmouth to the RDF Facility), as such amount is reduced for waste that is diverted or rejected hereunder), calculated based on the period beginning on January 31, 2018 and ending January 31, 2019). As of November 14, 2017, (x) the current SPSA Waste Estimate is 300,000 Tons per year (including direct deliveries to the RDF Facility by or on behalf of SPSA), and (y) SPSA intends to use the SPSA Landfill (or other alternate disposal facilities) to dispose of SPSA Acceptable Waste from those SPSA Transfer Stations where such waste is not being hauled to the RDF Facility.

Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in clause (ii) below, the outgoing weigh scale records at SPSA's Transfer Stations for those trucks delivering SPSA Acceptable Waste to the RDF Facility shall be dispositive for purposes of calculating the number of Tons of SPSA Acceptable Waste delivered to the RDF Facility, and (ii) with respect to SPSA Acceptable Waste delivered directly to the RDF Facility by or on behalf of a Member Community or the U.S. Navy under contract with SPSA, the incoming weigh scale records at the RDF Facility shall be used in computing Tons delivered to the RDF Facility.

In addition to, and not in limitation of the foregoing, and so that there is no doubt, the Company expressly acknowledges and agrees that (A) SPSA cannot (and does not) make any guarantees regarding the volume of SPSA Acceptable Waste that will be delivered to the Company hereunder in any given Billing Year (or at all), and thus any SPSA Waste Estimates provided to the Company shall not (and do not) constitute a guarantee by SPSA; (B) SPSA cannot (and does not) commit to delivering the Company with any "minimum" amount of SPSA Acceptable Waste during any given Billing Year and/or during the Term; and (C) nothing herein shall restrict, limit, prohibit or impair SPSA's right to procure, contract or enter into discussions, negotiations, arrangements or contracts for work of the same or similar nature as the Work hereunder."

- (u) A new sentence shall be added to the end of Section 7.1.2 (*Delivery Waiting Times*) of the Service Agreement as follows:

"In connection with a diversion pursuant to this Section 7.1.2, SPSA shall provide (i) same-day verbal notification to an individual designated by the Company to SPSA (or, if no such individual is designated, to the RDF plant manager) of such diversion event and (ii) by the close of business of the next Business Day following such event, provide notification by e-mail to

the Company's Authorized Representative referencing the date and approximate time such truck(s) were diverted from the RDF Facility and the number of Tons of SPSA Acceptable Waste diverted and disposed of at the Landfill or other disposal facility.”

- (v) The last paragraph of Section 7.1.3(a) (*Rejection of Deliveries*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“In the event the Company is unable to receive tenders of SPSA Acceptable Waste at the RDF Facility as a result of Section 7.1.3(a), the Company shall provide Notice to SPSA in accordance with Section 9.1. Thereafter, subject to Section 9, the Company shall consult with SPSA and if requested by SPSA, instruct SPSA's Authorized Representative to load SPSA Acceptable Waste into trailers at SPSA Transfer Stations supplied by the Company or its Subcontractor, and the Company or its Subcontractor shall transport, remove and dispose of such waste at Company Landfill(s) in accordance with Section 7.1.7 until such time as the Company is able to receive and Process SPSA Acceptable Waste at the RDF Facility. In no event shall the Company have the right to reject deliveries of SPSA Acceptable Waste in favor of Third Party Acceptable Waste. The Company shall pay SPSA the disposal fee specified in Section 8.2.6 for disposing of Acceptable Waste that is rejected due to Maximum Waiting Time. Notwithstanding anything to the contrary in this Agreement, in no event shall the Company reject tenders of SPSA Acceptable Waste delivered by or on behalf of a Member Community (e.g., City of Portsmouth or City of Chesapeake) or the U.S. Navy at the RDF Facility.”

- (w) Section 7.1.3(b) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (x) Section 7.1.6 (*Disposal of Non-Processible Waste from SPSA Transfer Stations*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (y) Section 7.1.7 (*Diversion of Acceptable Waste from SPSA Transfer Stations*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 7.1.7 Diversion of Acceptable Waste from SPSA Transfer Stations.

(a) To the extent that the RDF Facility is unable to receive SPSA Acceptable Waste due to (i) Scheduled Maintenance, (ii) unscheduled maintenance, (iii) Uncontrollable Circumstance(s), (iv) SPSA Fault, or (v) in excess of the limits specified in Section 7.1.3(a)(1), the Company shall

provide prompt Notice to SPSA requesting that all SPSA Acceptable Waste to be delivered to the RDF Facility be diverted to Company Landfill(s). Following receipt of such Notice, SPSA shall communicate with the Company and confirm in writing (by email) the particular SPSA Transfer Station(s) and quantity of SPSA Acceptable Waste (if any at all) the Company shall transport from SPSA Transfer Station(s) and dispose of at a Company Landfill, whereupon SPSA shall load Acceptable Waste into trailers provided by the Company or its Subcontractor which the Company or its Subcontractor shall transport and dispose at Company Landfill(s). Notwithstanding anything herein to the contrary, SPSA shall have the sole discretion whether, and the extent to which, to utilize the Company's Work in accordance with this Section 7.1.7.

Each such diversion Notice shall (A) provide an estimate of the expected duration of such SPSA Acceptable Waste diversion to Company Landfill(s), (B) describe its probable effects on the performance of the Company's obligations hereunder, and (C) specify the SPSA Transfer Station(s) affected by such diversions, including the estimated number of loads to be diverted from each SPSA Transfer Station per day.

Notwithstanding the provisions of this Section 7.1.7, the Company shall not, and shall have no right to, divert SPSA Acceptable Waste from SPSA's Transfer Stations at any time that the Company is receiving Outside-Area Waste or Out-of-State Waste at the RDF Facility. The Company shall be responsible for all costs, expenses, and fees, including trailers, transportation, disposal and tipping, associated with the diversion, transportation and disposal of Acceptable Waste in accordance with this Section 7.1.7. SPSA shall load Acceptable Waste at the SPSA Transfer Stations into trailers provided by the Company or its Subcontractor.

(b) During all such times that SPSA Acceptable Waste is being diverted from the RDF Facility as a result of any of the events specified in Section 7.1.7(a), the Company shall continually and on a daily basis deliver, or cause its Subcontractor to deliver, an adequate and appropriate number of trailers and trucks to receive loads of all such waste at SPSA Transfer Stations. The Company shall promptly remove and transport, in an orderly and timely manner, all trailers containing SPSA Acceptable Waste from each SPSA Transfer Station throughout each Day as is necessary to ensure the smooth and efficient operation of SPSA Transfer Stations. The Company shall fully cooperate with SPSA in arranging for the timely and efficient removal of Acceptable Waste from SPSA Transfer Stations, including complying with all reasonable requests by SPSA (whether oral or written) to supply additional trailers and to transport and remove existing trailers from SPSA Transfer Stations. The Company shall remove, or cause its Subcontractor to remove, all Company-supplied or contracted trailers containing a full load of Acceptable Waste by 4:00 p.m. (Norfolk, Virginia

time) on the Day such trailer is loaded, or such other shorter time period required by Applicable Law or as reasonably requested by SPSA.

(c) If the Company or its Subcontractor fails to remove any Company or Subcontractor-supplied trailer containing Acceptable Waste during a diversion pursuant to this Section 7.1.7 from a SPSA Transfer Station in accordance with Section 8.2.8.1.14, then the Company shall pay the penalty specified in Section 8.2.8.1.14.

(d) The Company shall, and shall cause any Subcontractor receiving, transporting or disposing Solid Waste from SPSA Transfer Stations to the Company Landfill(s), to (i) abide by all rules, regulations, policies and procedures established by SPSA from time to time relating to SPSA Transfer Stations (including without limitation the types and size of vehicles, trailers and other equipment that may access or be used at SPSA Transfer Stations and any restrictions required to ensure compliance with conditions of Permits issued to SPSA for operation of SPSA Transfer Stations), (ii) obtain and maintain in effect at all times all necessary licenses, permits and insurance for all vehicles and equipment used by them at SPSA Transfer Stations or Facilities in compliance with Applicable Law and otherwise consistent with industry standards, (iii) obtain and maintain (at its or their own cost and expense) (A) worker's compensation insurance, (B) employer's liability insurance having a minimum limit of liability of one million dollars (\$1,000,000) per occurrence, (C) comprehensive general liability primary insurance having a minimum combined single limit of liability of one million dollars (\$1,000,000) per occurrence, (D) comprehensive automobile liability primary insurance applicable to all owned, hired and non-owned vehicles having a minimum combined single limit of liability of one million dollars (\$1,000,000) per occurrence, (E) environmental impact liability insurance of five million dollars (\$5,000,000) per occurrence, and (F) excess (of (a)(iii)(B), (C) and (D) above) liability insurance having a minimum limit of liability of five million dollars (\$5,000,000) per occurrence, (iv) require that SPSA be named as an additional insured under all insurance policies, and (v) ensure that all personnel and vehicles entering SPSA Transfer Stations have identification reasonably satisfactory to SPSA.

The Company shall include or cause to be included in all agreements with its Subcontractors providing services contemplated by this Section 7.1.7 provisions establishing that SPSA is an intended third party beneficiary of such agreement and that SPSA is authorized to enforce such agreement against such Entity in its own name or in the name of the Company following Notice to the Company's Authorized Representative. The Company shall promptly take any enforcement action, up to and including termination, available to the Company under the agreements between the Company or its Affiliate and which may be requested by SPSA in

connection with any failure by any Subcontractor to comply with the provisions thereof in its operations at or affecting SPSA Transfer Stations or SPSA or SPSA employees, agents or invitees.

(e) The Company shall protect, indemnify and hold SPSA Indemnified Parties harmless from and against any and all Losses, including any sums paid or expended by SPSA to any Governmental Authority as a fine, penalty or damages for any violation of any Applicable Law, relating to, arising out of, or resulting from the removal, disposal or failure to remove and properly dispose, of SPSA Acceptable Waste from SPSA Transfer Stations.”

- (z) Section 7.2 (*Processing Guarantee; Delivery of SPSA Acceptable Waste*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 7.2 Delivery of SPSA Acceptable Waste. During each Billing Year, but subject to Company’s rejection rights during any Billing Month specified in Section 7.1.3(a) or the Company’s diversion rights specified in Section 7.1.7, the Company shall receive and accept SPSA Acceptable Waste and Third Party Acceptable Waste (if any) delivered to the RDF Facility, Sort the same and Process Processible Waste through the WTE Facility.”

- (aa) The last sentence of the first paragraph of Section 7.3.2.1 (*Unacceptable Waste; Non-Processible Waste*) of the Service Agreement is hereby deleted in its entirety and is not replaced.

- (bb) Section 7.4.1 (*Weighing*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 7.4.1 Weighing. The Company shall operate and maintain the RDF Scales and Scalehouses and associated computer equipment and weigh scales records for determining the total Tons of Member Community Acceptable Waste (e.g., by or on behalf of the City of Portsmouth and the City of Chesapeake) and U.S. Navy waste under contract with SPSA, in each case, delivered directly to the RDF Facility. In addition, for purposes of the Monthly Report, the Company shall record and maintain records of (i) Third Party Acceptable Waste delivered to the Facilities; (ii) Processible Waste Processed at the WTE Facility; (iii) Unacceptable Waste leaving the RDF Facility or the WTE Facility, or both, and to be delivered to a Landfill or other permitted disposal location; (iv) Outside-Area Waste and/or Out-of-State Waste delivered to the RDF Facility or the WTE Facility, or both; and (v) Prohibited Waste which leave the Facilities Site.

For purposes of clarity, all Member Community Acceptable Waste, U.S. Navy waste, Third Party Acceptable Waste and Prohibited Waste (a)

delivered to the Facilities Site or (b) removed and transported off the Facilities Site for disposition shall be weighed at, and by, the RDF Scales and Scalehouses.

The Company shall periodically check the tare weight of vehicles delivering or removing, or both, Solid Waste to or from, or both, the Facilities. SPSA shall have the right, and the Company shall permit SPSA, to have an employee present, from time to time, in the Company's scalehouses at the RDF Facility during the Receiving Time to observe scale house operations, provided that such observation time must be scheduled in advance with the Company's Authorized Representative and such employee shall not unreasonably interfere with scale house operations."

- (cc) Section 7.4.2 (*SPSA Delivery of Data and Information to Company*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

"Section 7.4.2 Delivery of Data and Information.

(a) SPSA Delivery of Data and Information to Company. SPSA shall provide the Company with the following data and information necessary for preparation of the Company's invoices to SPSA no later than by 12:00 noon on the third (3rd) Business Day following the last Day of the Billing Month:

(i) the total quantity of SPSA Acceptable Waste delivered to the RDF Facility by or on behalf of SPSA (and not by or on behalf of the Company from SPSA Transfer Stations) during the preceding Billing Month;

(ii) the total quantity of SPSA Acceptable Waste delivered, or attempted to be delivered, to the RDF Facility and which the Company was obligated to accept but was not accepted and was delivered to a Landfill or other permitted disposal facility by or on behalf of SPSA during the preceding Billing Month;

(iii) the total quantity of Residue removed from the WTE Facilities and disposed at the SPSA Landfill (as weighed in at SPSA's Landfill(s)) during the preceding Billing Month;

(iv) the Adjustments for the previous Billing Month pursuant to Section 8.2.8; and

(v) the total quantity of SPSA Acceptable Waste delivered by or on behalf of the SPSA Member Communities to the Chesapeake,

Landstown, Norfolk and Oceana SPSA Transfer Stations during the preceding Billing Month.

If requested by the Company's Authorized Representative, SPSA shall make copies of all weigh scale records from SPSA's scales at the SPSA Transfer Stations and SPSA Landfill available to the Company.

(b) Company Delivery of Data and Information to SPSA. The Company shall provide SPSA with the following data and information no later than by 5:00 p.m. (local time) of the following Business Day:

(i) the total quantity of SPSA Acceptable Waste (by hauler, delivery date/time and such other information reasonably requested by SPSA) delivered to the RDF Facility by or on behalf of a Member Community and U.S. Navy waste, in each case, delivered directly to the RDF Facility (and not from SPSA Transfer Stations);

(ii) the total quantity of Prohibited Waste, if any, by type of waste that was delivered by or on behalf of SPSA to the RDF Facility and accepted by the Company at the RDF Facility and that was neither Sorted nor Processed and waste transferred to either a Landfill or other permitted facility for disposition during the preceding Billing Month; and

(iii) the total quantity of Outside-Area Waste and/or Out-of-State Waste (by hauler, delivery date/time and such other information reasonably requested by SPSA), if any, delivered to the RDF Facility; and

(iv) the total quantity of Solid Waste (by hauler, delivery date/time and such other information reasonably requested by SPSA) received at the RDF Facility.

If requested by the SPSA's Authorized Representative, the Company shall make copies of all weigh scale records from the RDF scales available to SPSA."

(dd) Section 7.4.3 (*Unavailability of Scale Records*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

"Section 7.4.3 Unavailability of Scale Records. In the event that actual data from SPSA's scales or the RDF Scales and Scalehouses, as applicable, for the preceding Billing Month is not available, the relevant Party who operates such scales shall estimate the quantity of such deliveries to the RDF Facility or SPSA Landfill, as applicable, and such estimates shall be the basis for the Company's invoices for the Billing Month. Any estimate of such weight data shall be adjusted in any succeeding Billing Month if

and when such information becomes available, and shall be included in the Service Fee as an Adjustment pursuant to Section 8.2.8.2.2.”

- (ee) Section 7.4.4 (*System Revenues*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 7.4.4 System Revenues. Except for Acceptable Waste under contract with SPSA (including, but not limited to, Authorized Hauler Acceptable Waste delivered to SPSA Transfer Stations) or otherwise being delivered directly to the Facilities by or on behalf of SPSA (including from its Member Communities and the U.S. Navy under contract with SPSA), the Company shall be responsible for the preparation, mailing and collection of all invoices or assessments for users of the Facilities and the collection of Facilities revenues.”

- (ff) The first sentence of Section 7.4.5 (*Calibration of Weigh Scales*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“The Company, at its sole cost and expense, shall cause the weigh scales at the RDF Scales and Scalehouses to be tested and calibrated by an independent third party experienced in the testing and calibration of these types of weigh scales, as often as is required by Applicable Law.”

- (gg) The second and third sentences of Section 7.8 (*Outside-Area Waste; Out-of-State Waste; Projected Monthly Waste Shortfall*) of the Service Agreement are hereby deleted in their entirety and the following is substituted in lieu thereof:

“If, and to the extent, the Company will require additional waste to satisfy the Company’s requirement for waste to operate the WTE Facility at its design capacity, the Company may acquire additional waste in any Billing Year as follows: (i) first, the Company shall use all reasonable efforts to obtain Third Party Acceptable Waste composed primarily of Processible Waste created or generated in the SPSA Service Area, and (ii) second, the Company shall use all reasonable efforts to obtain Outside-Area Waste to satisfy any remaining shortfall; provided, however, SPSA shall retain delivery priority to the RDF Facility over all deliveries of Outside-Area Waste and Out-of-State Waste to the RDF Facility. If, notwithstanding the Company’s reasonable efforts to obtain Third Party Acceptable Waste created or generated in the SPSA Service Area and Outside-Area Waste, there still remains a waste shortfall to operate the WTE Facility at its design capacity, the Company may receive and accept at the RDF Facility Out-of-State Waste in such Billing Year, but only in such amount necessary to satisfy the portion of the remaining shortfall for that year.”

- (hh) A new Section 7.10 (*Delivery of Residue to SPSA Landfill*) of the Service Agreement is hereby added to the Service Agreement to read as follows:

“Section 7.10 Delivery of Residue to SPSA Landfill. Subject to the terms and conditions of this Agreement, on or before January 1, 2018, the Company shall provide SPSA with an estimate of the Residue (a “WPI Residue Estimate”) that it expects to deliver, or cause to be delivered, to the SPSA Landfill hereunder, during such Billing Year (or partial Billing Year). The Company may, in its discretion, but shall not be required to, independently update such WPI Residue Estimate from time to time throughout the applicable Billing Year by providing at least thirty (30) Days prior Notice to SPSA’s Authorized Representative; provided, however, that the Company’s delivery to SPSA in one or more Billing Year(s) of Residue that exceeds, or is less than, the WPI Residue Estimate for such Billing Year(s) shall not, under any circumstances, (a) constitute a breach of the Company’s obligations hereunder, (b) be deemed to be an Uncontrollable Circumstance or Company Fault, or (c) give rise to a Company Event of Default hereunder. Except as expressly provided hereunder, the Company shall deliver, or caused to be delivered, all Residue from the WTE Facility to the SPSA Landfill. As of November 14, 2017, the current WPI Residue Estimate is 180,000 Tons per year.”

- (ii) Section 8.1 (*General*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 8.1 General. Commencing with the first Billing Month and for each Billing Month thereafter, SPSA shall pay to the Company a Service Fee for Work properly performed pursuant to the terms of this Agreement and in accordance with the formula set forth in Section 8.2.1, as further detailed in Sections 8.2, *et. seq.* Unless otherwise expressly set forth in this Agreement, the Waste Tipping Fee shall be the sole and exclusive compensation to be paid to the Company for the Work. The Service Fee shall be comprised of the Waste Tipping Fee specified in Section 8.2.2, minus the Residue Disposal Fee specified in Section 8.2.5.1, minus the Waste Diversion Costs specified in Section 8.2.6, plus or minus the Adjustments specified in Section 8.2.8, all in accordance with the Service Fee formula specified in Section 8.2.1.”

- (jj) Sections 8.2.1 (*Service Fee Formula*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 8.2.1 Service Fee Formula. The monthly payment shall be calculated as follows:

$$SF = WTF + TF - RDF - WDC +/- ADJ$$

Where:

SF = Service Fee
WTF = Waste Tipping Fee (Section 8.2.2)
TF = Tipper Fee (Section 8.2.2)
RDF = Residue Disposal Fee (Section 8.2.5.1)
WDC = Waste Diversion Costs (Section 8.2.6)
ADJ = Adjustments* (Section 8.2.8)

* with the Adjustments to be calculated as follows:

ADJ = +/- ALDWCS +/- MA

Where:

ALDWCS = Actual and liquidated damages; Withholdings or reimbursement of Withholdings; and credits and set-offs
MA = Miscellaneous Adjustments”

(kk) Sections 8.2.2 (*Monthly Fee*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 8.2.2 Waste Tipping Fee. For the period beginning on the Addendum No. 6 Effective Date and continuing through the end of the Term, SPSA shall pay to the Company a waste tipping fee of Thirty-Six Dollars (\$36.00) per Ton (the “Waste Tipping Fee”) of (i) SPSA Acceptable Waste delivered by or on behalf of SPSA (including Member Community Acceptable Waste and U.S. Navy waste under contract with SPSA), in each case, to the RDF Facility that is accepted and Processed or disposed by the Company, or (ii) SPSA Acceptable Waste which is loaded onto Company-supplied trailers and transported by or on behalf of the Company from SPSA Transfer Stations and disposed of at Company Landfill(s) (and not the SPSA Landfill) in accordance with Section 7.1.7. For the avoidance of doubt, (a) the Waste Tipping Fee is calculated on a per Ton basis and is not subject to adjustment or increase during the Term, and (b) quantities of Solid Waste delivered by or on behalf of the Company from SPSA Transfer Stations to the RDF Facility or waste delivered by or on behalf of Authorized Haulers to the RDF Facility (other than the U.S. Navy under contract with SPSA), shall not be subject to the Waste Tipping Fee hereunder.

In addition to the Waste Tipping Fee, beginning on the Addendum No. 6 Effective Date and continuing through the end of the Term, SPSA shall pay to the Company a fee of Fifty Cents (\$0.50) per Ton for each Ton of SPSA Acceptable Waste delivered by or on behalf of SPSA which is accepted by the Company at the RDF Facility and which vehicle transporting such SPSA Acceptable Waste is tipped at the RDF Facility using the RDF Tipper (the “Tipper Fee”). For the avoidance of doubt, (A) in no event shall SPSA be obligated to pay the Tipper Fee if SPSA’s vehicle does not use the RDF Tipper to tip its entire load at the RDF Facility, and (B) the Tipper Fee is calculated on a per Ton basis and is not subject to adjustment or increase during the Term.

Except as expressly provided in this Agreement, if the Company is unable to Sort Acceptable Waste or Process Processible Waste (or both) due to (i) the occurrence of an Uncontrollable Circumstance, (ii) Company Fault, or (iii) Scheduled Maintenance, the Company shall nevertheless be required to accept all Acceptable Waste delivered to the RDF Facility, including SPSA Acceptable Waste, and the Company shall load, transport, and dispose of, or arrange for the loading, transportation and disposal of, all such Acceptable Waste so delivered, all for the compensation provided herein. It is the intent of the foregoing sentence that, except as provided in and subject to Section 7.1.7 or as otherwise expressly provided in this Agreement, notwithstanding an Uncontrollable Circumstance, Company Fault or Scheduled Maintenance which prevents Sorting or Processing (or both), the Company shall nevertheless provide waste disposal services to SPSA at the RDF Facility for the compensation provided herein.”

(ll) Section 8.2.2.1 (*Excess Tonnage Fee*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”

(mm) Section 8.2.3 (*Revenue from Steam Energy*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”

(nn) Section 8.2.4 (*SPSA Hauling Fee*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”

(oo) Section 8.2.5 (*Residue Disposal Fee; Loading Fee*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 8.2.5 Residue Disposal Fee. SPSA shall be entitled to receive from the Company for each Billing Month the Residue disposal fee calculated pursuant to Section 8.2.5.1 (the “Residue Disposal Fee”).”

- (pp) Section 8.2.5.2 (*Loading Fee*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (qq) Section 1(e) of Addendum No. 5 to the Service Agreement dated as of November 28, 2012 is hereby deleted in its entirety and shall no longer have any force and effect. For the avoidance of doubt, Section 1(d)(iii) of Addendum No. 4 shall be deleted in its entirety and shall no longer have any force and effect.
- (rr) Section 8.2.5.1.1 (*Qualifying Residue*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 8.2.5.1.1 Qualifying Residue. For the period beginning on the Addendum No. 6 Effective Date and continuing through the end of the Term, the Residue Disposal Fee for each Ton of Qualifying Residue delivered by or on behalf of the Company to SPSA’s Landfill(s) (if available) shall be (i) Nineteen Dollars (\$19.00) per Ton during the initial Term (i.e., through January 31, 2019), and (ii) if SPSA exercises the Extension Period in accordance with Section 16.1.1, Twenty Dollars (\$20.00) per Ton from February 1, 2019 through the end of the Extension Period (i.e., June 30, 2019).”

- (ss) Section 8.2.6 (*Diverted Waste Costs*) of the Service Agreement are deleted in its entirety and the following is substituted in lieu thereof:

“Section 8.2.6 Diverted Waste Costs. If, and to the extent, (a) any “diversion plan” under the SOP for Waste Diversion (as specified in Addendum No. 4) involves the diversion of waste from one or more SPSA Transfer Stations to a SPSA Landfill, or (b) if Maximum Waiting Time is exceeded and SPSA decides to divert such waste, in either case, which such diversion 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 this Agreement, including any addendum hereto, or the SOP for Waste Diversion shall, or shall be deemed under any circumstance to, obligate SPSA to accept at any SPSA Landfill any waste diverted by the Company), then the Company shall pay to SPSA an amount (the “Diverted Waste Costs”) equal to the sum of (i) SPSA’s actual increased hauling and transportation costs (if any) to deliver the diverted waste to such SPSA Landfill over what SPSA’s actual hauling and transportation costs would have been if the diverted waste had been delivered by SPSA to the RDF Facility and, if any increased costs, the return vehicle trip from the SPSA Landfill to the applicable SPSA Transfer Station over what SPSA’s actual handling and transportation costs would have been if the vehicle had returned from the RDF Facility, plus (ii) all overtime costs and expense incurred by or on behalf of SPSA relating in any way to the diversion of SPSA Acceptable Waste to the SPSA Landfill.

For avoidance of doubt, with respect to the immediately preceding sentence, overtime costs and expense shall include employees of SPSA (including SPSA truck drivers, employees at SPSA Transfer Station(s), SPSA Landfill or otherwise), any Member Community and its or their contracted haulers.”

- (tt) Section 8.2.7.1 (*Company Declared Change in Law*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (uu) Section 8.2.7.2 (*SPSA Declared Change in Law*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (vv) Section 8.2.8.1.12 (*Authorized Haulers*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (ww) Section 8.2.8.1.13 (*Non-Contract Waste received at SPSA Transfer Stations*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (xx) Section 8.2.8.1.14 (*Non-Processible Waste and Acceptable Waste Disposal*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 8.2.8.1.14 Acceptable Waste Disposal. The Company shall pay SPSA in the Billing Month of assessment, as a penalty, for each Company or Subcontractor supplied trailer containing a full load (or any partial load if required by Applicable Law) of Acceptable Waste remaining at any SPSA Transfer Station more than (a) two (2) hours after the end of such SPSA Transfer Station’s existing posted hours of business operations on any weekday (i.e., Monday-Friday), (b) one (1) hour after the end of such SPSA Transfer Station’s existing posted hours of business operations on any weekend day, or (c) with respect to SPSA Transfer Stations operating on a twenty-four (24) hour basis, within one (1) hour after a request by SPSA for removal, an amount equal to (i) five thousand dollars (\$5,000) per trailer, plus (ii) the actual transportation, labor and disposal costs and expenses incurred by SPSA to dispose of such Solid Waste.”

- (yy) Section 8.2.8.2.1 (*Compliance with a Change in Law or the Removal of SPSA Fault*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (zz) Section 8.2.8.2.5 (*Special Waste*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”

- (aaa) Section 8.2.8.2.7 (*Annual Non-Processible Revenue Share*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”
- (bbb) The second full paragraph of Section 8.3.1 (*Monthly Invoice*) of the Service Agreement is hereby deleted in its entirety and shall no longer have any force and effect.
- (ccc) A new Section 8.3.6 (*Invoice for Partial Billing Month Ending January 24, 2018*) of the Service Agreement is hereby added to the Service Agreement to read as follows:
- “Section 8.3.6 Invoice for Partial Billing Month Ending January 24, 2018. Based on the information supplied by SPSA, the Company shall prepare an invoice in accordance with Section 8.3.1 setting forth the Service Fee for a partial Billing Month beginning January 1, 2018 and ending on January 24, 2018. The Service Fee (including the Monthly Fee, Steam Energy Revenues and Stipulated Overtime Amount) for such partial Billing Month shall be calculated on a pro rata basis for the partial Billing Month beginning January 1, 2018 and ending at midnight on January 24, 2018, based on the terms and conditions of the Agreement without effect of Addendum No. 6. The Parties acknowledge and agree that, for the partial Billing Month beginning on the Addendum No. 6 Effective Date and ending January 31, 2018 and for each Billing Month thereafter, an invoice will be prepared in accordance with, and pursuant to, the terms and conditions of the Agreement as amended by Addendum No. 6.”
- (ddd) Section 8.4 (*Annual Adjustment*) (including Sections 8.4.1 and 8.4.2) of the Service Agreement are deleted in their entirety and the following is substituted in lieu thereof: “[Reserved].”
- (eee) The first sentence of Section 9.1.1(a) (*Company Declared Change in Law*) of the Service Agreement shall be amended to delete the clause “Subject to the following paragraphs of this Section 9.1.1,”.
- (fff) Sections 9.1.1(b)(i) and (ii), 9.1.1(c), 9.1.1(d) and 9.1.1(e) of the Service Agreement are deleted in their entirety and the following is substituted in lieu thereof: “[Reserved].”
- (ggg) Section 9.1.2(b)(i) and (ii), 9.1.2(c), 9.1.2(d) and 9.1.2(e) of the Service Agreement are deleted in their entirety and the following is substituted in lieu thereof: “[Reserved].”
- (hhh) Section 10 (*Cure for Change in Law or SPSA Fault*) including Sections 10.1(a) and (b) and Sections 10.2(a) and (b)) of the Service Agreement are hereby

deleted in their entirety, and the following is substituted in lieu thereof: “[Reserved].”

(iii) The words “Three (3) Times the Annual Fee” in the last sentence of Section 11.2.1 of the Service Agreement is hereby deleted in its entirety, and the following is substituted in lieu thereof: “FORTY-ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$41,700,000).”

(jjj) The words “its Annual Fee” in Section 11.3.1.1 (*Insurance Obligations of the Company*) of the Service Agreement shall be deleted in their entirety and replaced with “the Waste Tipping Fee”.

(kkk) Section 11.4 (*Letter of Credit*) of the Service Agreement shall be deleted in its entirety and the following is substituted in lieu thereof:

“Section 11.4 Payment and Performance Bond. As security for the performance of the Company’s obligations under this Agreement, the Company, at its sole cost and expense, shall obtain and cause to be issued by a Qualified Surety and delivered to SPSA a payment and performance bond (the “Payment and Performance Bond”), in the form and substance as provided in Schedule 16 (Payment and Performance Bond), or in form and substance as may otherwise be acceptable to SPSA. The Payment and Performance Bond shall have a bonded sum equal to Five Million Dollars (\$5,000,000) and shall be for a term of one (1) year. At least sixty (60) days prior to the expiration of each term of such Payment and Performance Bond, the Company shall cause the Payment and Performance Bond to be renewed for an additional one (1) year term. The Company shall repeat such renewal process each year thereafter for the Term, and such renewal shall be through a Qualified Surety. The Company’s Payment and Performance Bond required to be secured, maintained and renewed under this Section 11.4 shall specify that such Payment and Performance Bond shall be subject to and governed by State law.”

(lll) Sections 12.2.1(h) and (i) of the Service Agreement (*Failure or Refusal to Perform*) are hereby deleted in their entirety and the following is substituted in lieu thereof: “[Reserved].”

(mmm) Section 12.2.9 (*Failure to Meet Terms of the Steam Agreement*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”

(nnn) Section 12.2.10 (*Failure to Transport and Dispose of Non-Processible Waste or Acceptable Waste from SPSA Transfer Stations*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”

(ooo) The last sentence of Section 12.3.1 (*Failure or Refusal to Perform*) of the Service Agreement is hereby deleted in its entirety and is not replaced.

(ppp) The last sentence of Section 13.1.1 (*Company Event of Default*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Termination of this Agreement by SPSA for an Event of Default by the Company shall not impair any of SPSA’s rights that have accrued prior to the date of such termination against the Qualified Surety issuing the Payment and Performance Bond required under this Agreement, and shall not adversely impact any of its rights that have accrued prior to the date of such termination against the Guarantor under the Guaranty or SPSA’s rights under Section 11.”

(qqq) The last two sentences of Section 13.1.2 (*Termination Damages*) of the Service Agreement are hereby deleted in their entirety and the following is substituted in lieu thereof:

“Further, (a) SPSA Acceptable Waste Landfill disposal costs, (b) collection and transportation costs, (c) SPSA’s lost revenues as a consequence of such SPSA termination of the Agreement, and (d) SPSA’s costs to procure, implement and administrate remaining disposal options, may, in the aggregate, exceed the Waste Tipping Fee payable hereunder. Accordingly, if this Agreement is terminated by SPSA for a Company Event of Default, the Company shall pay to SPSA as liquidated damages the amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000).”

(rrr) The last sentence of Section 13.2.1 (*SPSA Event of Default*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“If this Agreement is terminated as a result of a SPSA Event of Default, SPSA shall pay the Company (a) the amount the Company has earned, is entitled to or has accrued by Company as of the termination date but has not been paid in accordance with Section 8, plus (b) a liquidated damage of Five Million Dollars (\$5,000,000).”

(sss) Section 13.3.2 (*Change in Law*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof: “[Reserved].”

(ttt) Subsection (ii) of Section 13.5(a) (*Remedies*) of the Service Agreement is hereby deleted in its entirety.

(uuu) Section 15 (*Conditions Precedent*) (including Sections 15.1, 15.2, 15.3, 15.4 and 15.5) of the Service Agreement is hereby deleted in their entirety and the following is substituted in lieu thereof: “[Reserved].”

(vvv) Section 16.1.1 (*Extension of Term*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 16.1.1 Extension of Term. SPSA, in its sole discretion, shall have the one-time right to extend the Term through June 30, 2019 (the “Extension Period”), with such Extension Period to begin immediately upon the expiration of the initial Term. If SPSA elects to exercise its right to extend this Agreement for the Extension Period, SPSA must provide Notice to the Company’s Authorized Representative of such extension by October 3, 2018. Nothing in this Section 16.1.1 shall obligate SPSA to extend this Agreement for the Extension Period. If SPSA exercises its extension right pursuant to this Section 16.1.1, except for the increase in the Residue Disposal Fee in accordance with Section 8.2.5.1.1, this Agreement shall be extended on the same terms and conditions.”

(www) The defined terms “Letter of Credit” and “Qualified Financial Institution” in Section 16.2 (*Assignment*) of the Service Agreement shall be deleted in their entirety and replaced with the terms “Payment and Performance Bond” and “Qualified Surety”, respectively.

(xxx) The contact information in Section 16.8 (*Notices*) of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

if to SPSA:

Southeastern Public Service Authority of Virginia
723 Woodlake Drive
Chesapeake, Virginia 23320
Attn: Executive Director
Facsimile: (757) 965-9528
Email: ldevary@spsa.com

with a copy (which shall not constitute notice) to:

Williams Mullen
1666 K Street N.W.
Suite 1200
Washington, DC 20006
Attn: Bradley J. Nowak, Esq.
Facsimile: (202) 293-5939
Email: bnowak@williamsmullen.com

with a copy (which shall not constitute notice) to:

Willcox & Savage, P.C.
440 Monticello Avenue
Suite 2200
Norfolk, Virginia 23510
Attn: Warren L. Tisdale, Esq.
Facsimile: (757) 628-5566
Email: wtisdale@wilsav.com

if to the Company:

Wheelabrator Portsmouth Inc.
3809 Elm Avenue
Portsmouth, Virginia 23704
Attn: Plant Manager

with a copy (which shall not constitute notice) to:

Wheelabrator Technologies Inc.
100 Arboretum Drive, Suite 310
Portsmouth, NH 03801
Attn: General Counsel

- (yyy) Schedule 5 (*SPSA Transfer Station Receiving Times*), Schedule 6 (*SPSA Transfer Station Hauling Rates*), Schedule 7 (*Fuel Surcharge*), Schedule 9 (*Authorized Hauler Acceptable Waste Cap*), Schedule 12 (*Performance Guarantees*), Schedule 13 (*Performance Calculations and Test Procedures*), Schedule 20 (*Form of Annual Reconciliation Invoice*), Schedule 23 (*Existing Special Waste Contracts*), Schedule 24 (*ANP Revenue Share*), Schedule 25 (*Extension Period Fuel Surcharge*), Schedule 26 (*Form of Authorized Hauler Solid Waste Delivery Agreement*) and Schedule 27 (*Annual Fee*) of the Service Agreement shall be each deleted in their entirety and the following is substituted in lieu thereof: “[Reserved].”
- (zzz) Schedule 16 (*Letter of Credit*) shall be deleted in its entirety and Attachment A attached hereto is substituted in lieu thereof.
- (aaaa) Schedule 17 (*Guaranty*) shall be deleted in its entirety and Attachment B attached hereto is substituted in lieu thereof.
- (bbbb) Schedule 19 (*Form of Company’s Monthly Invoice*) shall be deleted in its entirety and Attachment C attached hereto is substituted in lieu thereof.

(cccc) Annex I to Addendum No. 4 (*SOP for Waste Diversion*) shall be deleted in its entirety and Attachment E attached hereto is substituted in lieu thereof.

3. Conditions Precedent; Effectiveness.

(a) Notwithstanding any provision in this Addendum No. 6 that may be interpreted or construed to the contrary,

(i) the Parties shall neither be bound by the terms and conditions of this Addendum No. 6, nor shall this Addendum No. 6 have any force and effect, unless and until each Party shall have executed and delivered this Addendum No. 6 to the other Party hereto;

(ii) Granite Acquisition Inc., a Delaware corporation and parent company of the Company (the "Replacement Guarantor"), shall have executed and delivered to SPSA, the Guaranty, in the form attached hereto as Attachment B;

(iii) not later than January 1, 2018, the Company shall have delivered to SPSA the Payment and Performance Bond, in the form attached hereto as Attachment A, and such Payment and Performance Bond shall be effective and in full force and effect on and after January 1, 2018;

(iv) following SPSA's receipt of the executed Guaranty by the Replacement Guarantor in accordance with Section 3(a)(ii) above, SPSA shall have executed and delivered to the Company, the release of the existing Guaranty of Waste Management, Inc., a Delaware corporation, dated as of April 29, 2010, in form and substance attached hereto as Attachment D; and

(v) except for the obligation(s) of the relevant Party to satisfy the applicable condition precedent(s) in Sections 3(a)(i), (ii), (iii) and (iv) above, the obligations of the Parties hereunder, and the effectiveness of the terms and conditions of this Addendum No. 6, shall not begin until the Addendum No. 6 Effective Date.

(b) If the conditions precedent set forth in Section 3(a)(ii) and (iii) are not satisfied (or waived in writing by SPSA) by the Addendum No. 6 Effective Date, SPSA may, by written notice to the Company, terminate this Addendum No. 6, whereupon (i) this Addendum No. 6 shall immediately terminate and have no further force and effect and (ii) the Service Agreement shall expire in accordance with its terms on January 24, 2018.

4. Representations and Warranties. The Company and SPSA each hereby represent and warrant to the other Party hereto that:

(a) all corporate and legal action on the part of such Party necessary for the execution, delivery and performance of this Addendum No. 6 has been taken; and

(b) this Addendum No. 6 has been duly entered into and delivered by such Party, and constitutes a legal, valid and binding obligation of such Party, fully enforceable in accordance with its terms, subject to (i) the applicable bankruptcy, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights or remedies generally, and (ii) general equitable principles, whether considered in a proceeding at law or in equity.

5. Incorporation into Service Agreement; Interpretation. The provisions of this Addendum No. 6 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. 6 is supplementary to and modifies the Service Agreement, but to the extent reasonably practicable this Addendum No. 6 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. 6 and the terms of the Service Agreement, the terms of this Addendum No. 6 shall control with respect to the subject matter of such conflict.

6. 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. 6.

7. Governing Law. This Addendum No. 6 shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

8. Headings. Section headings in this Addendum No. 6 are included herein for convenience of reference only and shall not constitute a part of this Addendum No. 6 for any other purpose.

9. Counterparts. This Addendum No. 6 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. 6 by telecopier or electronic delivery shall be effective as delivery of a manually executed counterpart of this Addendum No. 6.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Addendum No. 6 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: John M. Keifer
Title: Chairman

WHEELABRATOR PORTSMOUTH INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed this Addendum No. 6 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: John M. Keifer

Title: Chairman

WHEELABRATOR PORTSMOUTH INC.

a Delaware corporation

By: _____

Name: *Bruce Spina*

Title: *Chief VP Real SWSG*

ATTACHMENT A

SCHEDULE 16

PAYMENT AND PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: THAT WHEELABRATOR PORTSMOUTH INC., a Delaware corporation, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto the **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a public body politic and corporate of the Commonwealth of Virginia (“**SPSA**”), as Obligee, in the sum of FIVE MILLION DOLLARS (\$5,000,000) for payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into the Service Agreement dated as of September 9, 2009, as amended by Addendum No. 1 dated as of September 9, 2009, Addendum No. 2 dated as of November 18, 2009, Addendum No. 3 dated as of April 29, 2010, Addendum No. 4 dated as of April 1, 2011, Addendum No. 5 dated as of November 28, 2012, and Addendum No. 6 dated as of November 14, 2017 (as further amended, modified or supplemented from time to time, the “**Service Agreement**”), with Obligee for the management, operation and maintenance of the Facilities; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Service Agreement.

THE CONDITION OF THIS PAYMENT AND PERFORMANCE BOND is that if Principal:

1. Performs the Service Agreement in accordance with and in the manner prescribed in the Service Agreement; and
2. Pays Obligee to the extent provided in the Service Agreement any and all fees, losses, expenses, damages, costs and attorneys’ fees that Obligee sustains because of any default by Principal under Service Agreement, including, but not limited to, any costs, fees, expenses or damages, whether liquidated or actual, incurred by Obligee; and
3. Performs all Work, then this Payment and Performance Bond is void; otherwise it remains in full force and effect through January 1, 2019.

Any changes in or under the Service Agreement and compliance or noncompliance with any formalities with the Service Agreement or the changes do not affect Surety’s obligation under this Payment and Performance Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Service Agreement or the Work to be performed thereunder, or the specifications referred to therein, shall in any way affect its obligation under this Payment and Performance Bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Service Agreement or to the Work.

This instrument shall be construed in all respects as a common law bond and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penal sum of this Payment and Performance Bond regardless of the number of suits that may be filed by the Obligee.

[Signature Page Follows]

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 201__, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

WHEELABRATOR PORTSMOUTH INC.
a Delaware corporation

Witness as to Principal

By: _____
(Authorized Signature)

Witness as to Principal

Name: _____

Title: _____

(Business Address)

STATE OF _____
COUNTY OF _____

The Foregoing instrument was acknowledged before me this _____
by _____
of _____, a _____
_____, on behalf of _____. He /she is personally known to me or has produced
Identification (Type of Identification Produced _____) and who did (did
not) take an oath.

NOTARY

Print Name: _____

COMMISSION NUMBER: _____

My Commission expires: _____

SURETY:

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

Name: _____
(Printed Name)

Title: _____

(Title)

(Business Address)

Or

Witness as Attorney in Fact

By: _____
As Attorney in Fact
(Attach Power of Attorney)

Witness as Attorney in Fact

Name: _____

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
by _____
of _____, a _____,
on behalf of _____. He/she is personally known to me or has produced Identification
(Type of Identification Produced _____) and who did (did not) take an oath.

Notary

Print Name: _____

COMMISSION NUMBER: _____

My Commission expires: _____

ATTACHMENT B

SCHEDULE 17

GUARANTY

THIS GUARANTY (this “Guaranty”) made as of the ___ day of November, 2017, **GRANITE ACQUISITION, INC.**, a Delaware corporation (“Guarantor”), having its principal place of business in Portsmouth, New Hampshire, to and for the benefit of **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a public body politic and corporate of the Commonwealth of Virginia (“SPSA”). Guarantor and SPSA are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, SPSA is party to that certain Service Agreement dated as of September 9, 2009, as amended by Addendum No. 1 dated as of September 9, 2009, Addendum No. 2 dated as of November 18, 2009, Addendum No. 3 dated as of April 29, 2010, Addendum No. 4 dated as of April 1, 2011, and Addendum No. 5 dated as of November 28, 2012 (as further amended, supplemented or otherwise modified from time to time, the “Service Agreement”), with Wheelabrator Portsmouth Inc., a Delaware corporation (as successor by assignment from Wheelabrator Technologies Inc., a Delaware corporation) (the “Company”), a subsidiary of the Guarantor, for the operation and maintenance of the refuse-derived fuel facility and waste-to-energy facility located in Portsmouth, Virginia (the “Project”);

WHEREAS, as a condition precedent to the effectiveness of the Service Agreement, Waste Management, Inc., a Delaware corporation (the “Existing Guarantor”), executed that certain Guaranty dated as of April 29, 2010 (the “Original Guaranty Effective Date”) in favor of SPSA, a copy of which is attached hereto as Exhibit A (the “Original Guaranty”);

WHEREAS, on December 19, 2014, a transaction was consummated pursuant to which the Existing Guarantor was no longer a parent company of the Company;

WHEREAS, the Company is a subsidiary of Wheelabrator Environmental Systems Inc., a Delaware corporation (“WES”), which is a subsidiary of Wheelabrator Technologies Inc., a Delaware corporation (“WTI”), which is a subsidiary of the Guarantor;

WHEREAS, the Company and SPSA desire to enter into Addendum No. 6 to the Service Agreement dated as of the date hereof (“Addendum No. 6”) extending the Term of the Service Agreement, among other amendments;

WHEREAS, in connection with Addendum No. 6, the Company desires (i) to replace the Existing Guarantor with the Guarantor, the current parent company of the Company, (ii) assume all obligations, whenever arising or incurred, of the Existing Guarantor under the Original Guarantee, and (iii) guarantee all obligations of the Company under the Service Agreement, all as more particularly specified herein;

WHEREAS, SPSA is willing to enter into Addendum No. 6 only upon the condition that Guarantor execute and deliver this Guaranty to SPSA;

WHEREAS, Guarantor has agreed to (i) assume any and all obligations, whenever arising or incurred, of the Existing Guarantor under the Original Guaranty and (ii) guarantee the payment and performance of the Company's covenants, agreements and obligations under the Service Agreement and any addendum or amendment thereto; and

WHEREAS, Guarantor will benefit from the transactions contemplated by the Service Agreement.

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guarantor for the purpose of inducing SPSA to enter into Addendum No. 6, Guarantor hereby makes the following guarantees to and agreements with SPSA:

Section 1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Service Agreement.

Section 2. Guaranty. Guarantor hereby assumes and agrees to pay, satisfy, perform and discharge all of the obligations, whenever arising or incurred, of the Existing Guarantor under the Original Guaranty. Guarantor hereby absolutely, irrevocably and unconditionally guarantees to SPSA: (a) the due and punctual payment of (i) each payment required to be made by the Company under the Service Agreement, when and as due, including payments in respect of reimbursement of disbursements and interest thereon and (ii) all other monetary obligations of the Company under the Service Agreement, including without limitation all indemnities, fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, whenever arising or incurred (all such obligations referred to in this clause (a) being collectively referred to as the "Monetary Obligations"); and (b) the due and punctual performance and observance of, and compliance with, all covenants, agreements and obligations of the Company under or pursuant to the Original Guaranty, the Service Agreement, or any other agreement or instrument entered into by the Company in connection with the Service Agreement, whenever arising or incurred (all such obligations referred to in the preceding clauses (a) and (b) being collectively referred to as the "Obligations"). Guarantor agrees that the Obligations may be extended, amended, modified or renewed, in whole or in part, without notice to or further assent of Guarantor, and that of Guarantor will remain bound by and will honor its guarantee hereunder notwithstanding any extension, amendment, modification or renewal of any Obligation by SPSA and the Company.

Section 3. Obligations Not Waived. To the fullest extent permitted by applicable law, Guarantor waives all notices whatsoever with respect to this Guaranty and the Service Agreement or with respect to the Obligations, including presentment to, demand of payment from and protest to the Company of any of the Obligations, and notice of acceptance of its guarantee and notice of protest for nonpayment. To the fullest extent permitted by applicable law, the Obligations of Guarantor hereunder shall not be affected by (a) the failure of SPSA to assert any claim or demand or to enforce or exercise any right or remedy against the Company in respect of the Obligations or otherwise under the provisions of the Service Agreement, or otherwise, or, in each case, any delay

in connection therewith, or (b) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of the Service Agreement, or any other agreement to which the Company is a party.

Section 4. Continuing Guaranty of Payment and Performance. Guarantor further agrees that its guaranty constitutes a continuing guaranty of payment and performance when due, and not of collection, and Guarantor further waives any right to require that any resort be had by SPSA to any security.

Section 5. No Discharge or Diminishment of Guaranty.

(a) The obligations of Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination, or be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever, or otherwise be affected, for any reason (other than the performance in full of all Obligations, including the indefeasible payment in full of all Monetary Obligations, or the termination of all the Obligations), including: any claim of waiver, release, surrender, alteration or compromise of any of the Obligations; the invalidity, illegality or unenforceability of the Obligations; the occurrence or continuance of any event of bankruptcy, reorganization, insolvency, receivership or other similar proceeding with respect to the Company or any other person (for purposes hereof, "person" means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization or governmental authority), or the dissolution, liquidation or winding up of the Company or any other person; any permitted assignment or other transfer of this Guaranty by SPSA or any permitted assignment or other transfer of the Service Agreement; any sale, transfer or other disposition by Guarantor of any direct or indirect interest it may have in the Company or any other change in ownership or control of the Company; or the absence of any notice to, or knowledge on behalf of, Guarantor of the existence or occurrence of any of the matters or events set forth in the foregoing clauses.

(b) Without limiting the generality of the foregoing, the Obligations of Guarantor hereunder shall not be discharged or impaired or otherwise affected by the failure of SPSA to assert any claim or demand or to enforce any remedy under the Service Agreement, by any waiver or modification of any provision thereof, by any default, failure or delay, willful or otherwise, in the performance of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of Guarantor or that would otherwise operate as a discharge of Guarantor as a matter of law or equity (other than the performance in full of all Obligations, including the indefeasible payment in full in cash of all Monetary Obligations, or the termination of all the Obligations).

Section 6. Defenses Waived. SPSA may compromise or adjust any part of the Obligations, make any other accommodation with the Company or exercise any other right or remedy available to it against the Company, without affecting or impairing in any way the liability of Guarantor hereunder except to the extent all the Obligations have been fully and finally performed, including the indefeasible payment in full of all Monetary Obligations, or terminated. To the fullest extent permitted by applicable law, Guarantor waives any defense arising out of any such SPSA election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of Guarantor

against the Company or any security. Guarantor waives all defenses to which it may be entitled under applicable law as in effect or construed from time to time.

Section 7. Representations and Warranties of Guarantor. Guarantor represents and warrants to SPSA as follows:

(a) Organization. Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as is now being conducted. Guarantor is the parent company of WTI, which is the parent company of WES, which is the parent company of the Company.

(b) Authority Relative to this Guaranty. Guarantor has all necessary corporate power and authority to execute and deliver this Guaranty and to perform its obligations hereunder. The execution and delivery by Guarantor of this Guaranty and performance by Guarantor of its obligations hereunder have been duly and validly authorized by and on behalf of the Guarantor and no other corporate proceedings on the part of Guarantor are necessary to authorize this Guaranty or performance by Guarantor of its obligations hereunder. This Guaranty has been duly and validly executed and delivered by Guarantor and constitutes a valid and binding agreement of Guarantor, enforceable against Guarantor in accordance with its terms.

(c) Consents and Approvals; No Violation.

(i) Neither the execution and delivery of this Guaranty by Guarantor nor performance by Guarantor of its obligations hereunder will (x) conflict with or result in any breach of any provision of the organizational or governing documents or instruments of Guarantor, (y) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement, lease or other instrument or obligation to which Guarantor or any of its subsidiaries is a party or by which any of their respective assets may be bound or (z) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Guarantor, or any of its assets, except in the case of clauses (y) and (z) for such failures to obtain a necessary consent, defaults and violations which would not, individually or in the aggregate, have a material adverse effect on the ability of Guarantor to discharge its obligations under this Guaranty (a "Guarantor Material Adverse Effect").

(ii) No declaration, filing or registration with, or notice to, or authorization, consent or approval of any governmental authority is necessary for performance by Guarantor of its obligations hereunder, other than such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not obtained or made would not, individually or in the aggregate, have a Guarantor Material Adverse Effect.

Section 8. Agreement to Perform and Pay Subordination. In furtherance of the foregoing and not in limitation of any other right that SPSA has at law or in equity against Guarantor by virtue hereof, upon the failure of the Company, to perform or pay any Obligation when and as the same shall become due, Guarantor hereby promises to and will forthwith, as the

case may be, (a) perform, or cause to be performed, such unperformed Obligations and (b) pay, or cause to be paid, to SPSA the amount of such unpaid Monetary Obligations. Upon payment by Guarantor of any sums to SPSA as provided above, all rights of Guarantor against the Company, arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible payment in full of all the Monetary Obligations. If any amount shall erroneously be paid to Guarantor on account of (i) such subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of the Company, such amount shall be held in trust for the benefit of SPSA and shall forthwith be paid to SPSA to be credited against the payment of the Monetary Obligations or performance in accordance with the terms of the Service Agreement.

Section 9. Information. Guarantor assumes all responsibility for being and keeping itself informed of the Company's financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance of the Obligations (including the nonpayment of Monetary Obligations) and the nature, scope and extent of the risks that Guarantor assumes and incurs hereunder, and agrees that SPSA does not have any duty to advise Guarantor of information known to it regarding such circumstances or risks.

Section 10. Termination and Reinstatement. This Guaranty shall be effective upon execution by Guarantor and (a) shall terminate when all the Obligations have been (i) performed in full, including the indefeasible payment in full of the Monetary Obligations or (ii) terminated and (b) shall continue to be effective or be reinstated, as the case may be, if at any time any payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by SPSA upon the bankruptcy or reorganization of the Company or Guarantor or for any other reason.

Section 11. Assignment; No Third Party Beneficiaries. This Guaranty and all of the provisions hereunder shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, and nothing herein express or implied will give or be construed to give any entity any legal or equitable rights hereunder. Neither this Guaranty nor any of the rights, interests and obligations hereunder shall be assigned by Guarantor, including by operation of law, without the prior written consent of SPSA; provided, however, that no assignment or transfer of rights or obligations by Guarantor shall relieve it from the full liabilities and the full financial responsibility, as provided for under this Guaranty, unless and until the transferee or assignee shall agree in writing to assume such obligations and duties and SPSA has consented in writing to such assumption.

Section 12. Amendment and Modification, Extension; Waiver. This Guaranty may be amended, modified or supplemented only by an instrument in writing signed on behalf of each of the Parties. Any agreement on the part of a Party to any extension or waiver in respect of this Guaranty shall be valid only if set forth in an instrument in writing signed on behalf of such Party. The failure of a Party to this Guaranty to assert any of its rights under this Guaranty or otherwise shall not constitute a waiver of such rights.

Section 13. Governing Law. It is the express intention of the Parties that all legal actions and proceedings related to this Guaranty or to any rights or any relationship between the Parties arising therefrom shall be solely and exclusively initiated and maintained in the courts of

the Commonwealth of Virginia and the laws of that State shall govern the validity, interpretation, construction and performance of this Guaranty, excluding any conflict-of-law rules which would direct the application of the law of another jurisdiction.

Section 14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (as of the time of delivery or, in the case of a facsimile communication, of the times of confirmation) if delivered personally, facsimile (which is confirmed), electronic mail (which is confirmed), or sent by overnight courier (providing proof of delivery) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to SPSA:

Southeastern Public Service Authority of Virginia
723 Woodlake Drive
Chesapeake, Virginia 23320
Attn: Executive Director
Facsimile: (757) 965-9528
Email: ldevary@spsa.com

With a copy to (which shall not constitute notice):

Williams Mullen
1666 K Street, N.W.
Suite 1200
Washington, DC 20006
Attn: Bradley J. Nowak, Esq.
Facsimile: (202) 293-5939

and

Willcox & Savage, P.C.
440 Monticello Avenue
Suite 2200
Norfolk, Virginia 23510
Attn: Warren L. Tisdale, Esq.
Facsimile: (757) 628-5566
Email: wtisdale@wilsav.com

If to the Guarantor:

Granite Acquisition, Inc.
100 Arboretum Drive, Suite 310
Portsmouth, NH 03801
Attn: General Counsel

Section 15. Jurisdiction and Enforcement.

(a) Each of the Parties irrevocably submits to the exclusive jurisdiction of (i) the United States District Court for the Eastern District of Virginia or (ii) any other Virginia court sitting in Norfolk, Virginia for the purposes of any suit, action or other proceeding arising out of this Guaranty or any transaction contemplated hereby. Each of the Parties agrees to commence any action, suit or proceeding relating hereto either in the United States District Court for the Eastern District of Virginia. Each of the Parties further agrees that service of process, summons, notice or document by hand delivery or U.S. registered mail at the address specified for such Party in Section 14 (or such other address specified by such Party from time to time pursuant to Section 14) shall be effective service of process for any action, suit or proceeding brought against such Party in any such court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Guaranty or the transactions contemplated hereby in (i) the United States District Court for the Eastern District of Virginia or (ii) any other Virginia court sitting in Norfolk, Virginia and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Guaranty were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled equitable relief, including without limitation, an injunction or injunctions to prevent breaches of this Guaranty and to specifically enforce the terms and provisions of this Guaranty, this being in addition to any other remedy to which they are justly entitled to, whether at law or in equity.

Section 16. Survival of Guaranty. All covenants, agreements, representations and warranties made by Guarantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Guaranty shall be considered to have been relied upon by SPSA and shall unconditionally survive the consummation of the transactions contemplated by the Service Agreement, regardless of any investigation made by SPSA or on its behalf, and shall continue in full force and effect as long as any Obligations remain outstanding.

Section 17. Counterparts. This Guaranty may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Section 18. Rules of Interpretation. The rules of interpretation specified in Section 2.2 of the Service Agreement shall be applicable to this Guaranty.

Section 19. Severability.

(a) If any term or other provision of this Guaranty is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Guaranty shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Guaranty so as to effect the original intent of the Parties as closely as

possible to the fullest extent permitted by applicable law, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(b) In the event that the provisions of this Guaranty are claimed or held to be inconsistent with any other agreement or instrument evidencing the Obligations, the terms of this Guaranty shall remain fully valid and effective.

Section 20. Entire Guaranty. This Guaranty embodies the entire agreement and understanding of the Parties in respect of the matters contemplated hereby. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Guaranty supersedes all prior agreements and understandings between the Parties with respect to the matters contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by the Guarantor as of the date first above written.

GRANITE ACQUISITION, INC.

By: _____

Name:

Title:

ATTACHMENT C

SCHEDULE 19

(FORM OF COMPANY'S MONTHLY INVOICE)

PART A

APPLICATION FOR SERVICE FEE PAYMENT

(SECTION I)

PAGE ONE OF _____ PAGE(S)

COMPANY: _____

APPLICATION NO.: _____
APPLICATION DATE: _____
BILLING MONTH: _____

In accordance with Section 8.2.1 of the Service Agreement:	
Service Fee (SF) = WTF + TF – RDF – WDC +/- ADJ	
1. Waste Tipping Fee* (WTF) <i>plus</i>	\$ _____
2. Tipper Fee* (TF) <i>less</i>	
3. Residue Disposal Fee* (RDF) <i>less</i>	\$ _____
4. Waste Diversion Costs (WDC) <i>plus or minus</i>	\$ _____
5. Adjustments (ADJ) <i>equals</i>	\$ _____
6. Service Fee due Company/SPSA this Billing Month (\$)	\$ _____

* Each calculated on a per Ton basis.

(SECTION II)

CERTIFICATION

The Company certifies:

- 1) All amounts and items shown on this application, inclusive of attached Table 1, are correct.
- 2) All services have been performed in accordance with the Service Agreement between Southeastern Public Service Authority of Virginia and the Company dated September 9, 2009, as amended.

COMPANY:

WHEELABRATOR PORTSMOUTH INC.

By: _____

Name: _____

Title: _____

Date: _____

(SEAL)

Table 1

Service Fee Invoice for Billing Month: _____

The following information shall be supplied by SPSA to the Company:

Category	Total Number of Tons in Billing Month
<p>1. SPSA Acceptable Waste delivered to the RDF Facility by or on behalf of SPSA (and not delivered by or on behalf of the Company from SPSA Transfer Stations)</p> <p><i>(Based on <u>outgoing</u> weigh scales at SPSA Transfer Stations, except for Member Community waste, U.S. Navy and other SPSA contract waste delivered directly to the RDF Facility, which shall be based on the <u>incoming</u> weigh scales at the RDF Facility)</i></p>	_____ Tons
<p>2. SPSA Acceptable Waste diverted from SPSA Transfer Stations and disposed at a Company Landfill in accordance with Section 7.1.7</p> <p><i>(Based on <u>outgoing</u> weigh scales at SPSA Transfer Stations)</i></p>	_____ Tons
<p>3. Qualifying Residue delivered by or on behalf of the Company to SPSA's Landfill(s)</p> <p><i>(Based on the <u>incoming</u> weigh scales at the SPSA Landfill(s))</i></p>	_____ Tons
<p>4. Dry Residue delivered by or on behalf of the Company to SPSA's Landfill(s)</p> <p><i>(Based on the <u>incoming</u> weigh scales at the SPSA Landfill(s))</i></p>	_____ Tons
<p>5. SPSA Acceptable Waste diverted from SPSA's Transfer Stations to SPSA's Landfill(s)</p> <p><i>(Based on the <u>incoming</u> weigh scales at the SPSA Landfill(s))</i></p>	_____ Tons

Table 2

Service Fee Invoice for Billing Month: _____

The following information shall be supplied by the Company to SPSA:

Category	Total Number of Tons in Billing Month
1. Member Community Acceptable Waste delivered directly to the RDF Facility (by Member Community/hauler, delivery date/time, etc.) <i>(Based on <u>incoming</u> weigh scales at the RDF Facility)</i>	_____ Tons
2. Member Community Acceptable Waste tipped at the RDF Facility utilizing the RDF Tipper (by vehicle number, delivery date/time, etc.) <i>(Based on <u>incoming</u> weigh scales at the RDF Facility)</i>	_____ Tons
3. U.S. Navy waste under contract with SPSA delivered directly to the RDF Facility (by hauler, delivery date/time, etc.) <i>(Based on <u>incoming</u> weigh scales at the RDF Facility)</i>	_____ Tons

APPLICATION FOR SERVICE FEE PAYMENT INSTRUCTIONS

The purpose of this form is to facilitate the summary information for Southeastern Public Service Authority of Virginia Application for Service Fee Payment. Capitalized terms used but not otherwise defined in this Application have the meaning set forth in the Service Agreement. This form will be completed by the Company each time payment is requested relative to the Service Fee due pursuant to the Service Agreement. This Application for Payment will be accompanied by (1) any documentation requested by SPSA and (2) completed Table 1 attached.

SECTION I: This section will be completed by the Company. The Company will provide the information as indicated on the form.

SECTION II: This section will be completed by the Company. In this section, the Company will provide certification about the information provided in Section I. The certification will be provided in accordance with the Service Agreement.

ATTACHMENT D

RELEASE OF WASTE MANAGEMENT, INC. GUARANTY

January ____, 2018

Waste Management, Inc.
1001 Fannin Street
Houston, TX 77002
Attn: General Counsel

Ladies and Gentlemen:

Reference is made to (i) that certain Service Agreement dated as of September 9, 2009 (as amended, modified or supplemented from time to time, the "Service Agreement"), by and between the **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., a Delaware corporation) (the "Company"), and (ii) that certain Guaranty Agreement dated as of April 29, 2010 (the "WM Guaranty"), executed by **WASTE MANAGEMENT, INC.**, a Delaware corporation ("Waste Management"), in favor of SPSA, a copy of which is attached hereto. Capitalized terms that are used herein and not otherwise defined herein shall have the respective meanings assigned thereto under the Service Agreement.

In connection with Addendum No. 6 to the Service Agreement dated as of November 14, 2017 ("Addendum No. 6"), between SPSA and the Company, the WM Guaranty is being released on January 25, 2018 (the "Addendum No. 6 Effective Date"). Accordingly, on the Addendum No. 6 Effective Date, SPSA hereby agrees as follows:

1. The WM Guaranty is hereby terminated effective as of the Addendum No. 6 Effective Date, and is and shall be of no further force and effect.
2. This Release shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. This Release constitutes the entire agreement between the parties hereto with respect to the matters contemplated herein and supersedes all prior discussions, undertakings, agreements and negotiations between the parties hereto. This Release may be modified only by written instrument executed by the parties. This Release shall be binding upon, and insure to the benefit of, the parties hereto and their respective successors and assigns.
3. Notwithstanding anything contained in this release to the contrary, the effectiveness of this Release shall be conditioned on and subject to the effectiveness of Addendum No. 6. If Addendum No. 6 does not come into effect for any reason, this Release shall automatically terminate and be of no further force and effect.

[Signature Page Follows]

Very sincerely yours,

**SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA**

a public body politic and corporate of the
Commonwealth of Virginia

By: _____

Name: _____

Title: _____

[Signature Page to Waste Management, Inc. Guaranty Release]

ATTACHMENT E

SOP FOR WASTE DIVERSION

STANDARD OPERATING PROCEDURE

For

WASTE MANAGEMENT AT THE RDF FACILITY

PURPOSE: To establish standardized procedures for the monitoring, handling of, and responses required when a diversion of solid waste is imminent.

BACKGROUND: It is the purpose of the WTE Facility operation to receive, process, and dispose of all acceptable waste delivered to the RDF Tipping Floor in as expeditious manner as possible, doing so in accordance with all Federal, State, and Local laws and regulations. A major component of this endeavor is to provide optimum customer service, which includes the receipt of delivered waste and offloading of delivery vehicles as quickly as possible, minimizing the wait times of these vehicles. To that end, every effort will be made to monitor the status of all components of the waste disposal process and take early, decisive action to preclude a backup therein which is the result of an action at the Facilities. However, it is recognized that circumstances beyond the control of any individual may arise. The intent is to avoid those situations which can be foreseen and to be prepared to respond to those which cannot.

RESPONSIBILITIES:

Plant Manager:

1. The Plant Manager has overall responsibility for the development and maintenance of, training of personnel, and insuring implementation of the procedures contained in this document.
2. In the event of an incident which meets the criteria stipulated in this document for activation of response procedures he will act as an overall coordinator of the situation and insure notification (verbal, and within 24 hours thereafter, by email) is made to those individuals stipulated in Appendix A. In cases where more than one individual is listed for an organization he will begin attempting to contact the first listed individual, continuing down the list until contact has been made with someone from that organization.

Operations Manager:

1. The Operations Manager will oversee the execution of all actions required by this procedure.

2. He will adjust the operating schedules/work schedules of the RDF Facility and personnel assigned thereto as necessary to accommodate a rapid resolution of any issue which might cause activation of this procedure.
3. He will coordinate pit management and flow of processed fuel to the SPP to facilitate sufficient fuel delivery for sustained boiler operations while resolving the issue of a potential backlog of waste in the disposal system.
4. He will maintain a record of and track the tipping floor loading status of the RDF Facility and the loading in the SPP fuel storage pit.
5. He will monitor the collection/delivery vehicle wait times at the RDF Facility.
6. He will coordinate the efforts of the Company's contract hauler and SPSA for the transportation and the diversion of solid waste when necessary.
7. In the event that the Plant Manager cannot be contacted, he will assume notification responsibilities noted in #2 above.

Maintenance Manager:

1. The Maintenance Manager will schedule sufficient repair personnel at work and in a stand-by status to insure continued equipment operability and to assist in the resolution of any equipment forced outages during the situation precipitating activation of these procedures.
2. He will work with outside contractors, soliciting their assistance as necessary to accomplish the operability described above.

Proprietary Waste:

The Proprietary Waste department shall coordinate with customers such that they do not hinder the resolution of the situation and will provide other assistance as required.

ACTION:

1. The Operations Manager shall monitor the solid waste situation throughout the service area, to include floor loading at the RDF Facility and all SPSA Transfer Stations, and collection/delivery vehicle wait times at the RDF Facility. He will gather insight on current and anticipated capacity requirements from SPSA representatives.
2. If it is anticipated that the volume of waste in the system, or anticipated for delivery into the system, is such that above normal wait times will be experienced during traditionally high traffic periods of the day SPSA and public customers in Appendix A will be contacted (verbally) and advised of the anticipated situation.
3. In the event that there is a volume of waste greater than fifteen hundred (1500) tons on the RDF tipping floor at 7:00 AM, and fewer than two process lines are available for use for the duration of the next twenty-four (24) hours, or the volume of waste in the system, or anticipated for delivery into the system, at any given time exceeds the capability of the WTE Facility to process and consume in a timely manner, a "diversion action" (i.e., routing solid waste to a landfill for disposal vs. processing it at the RDF Facility for burning at the SPP) utilizing Company contract hauler assets will be initiated in an attempt to preclude an excessive back up of collection/disposal efforts.

4. In the event that the actions noted above are not sufficient, and it is determined that the following condition exists, or is in danger of existing, the Plant Manager shall be notified immediately by the Operations Manager that a situation is developing which would precipitate a forced diversion by SPSA in accordance with the terms of the Service Agreement (i.e., offload vehicle queue extending off the property and onto Victory Boulevard). The following steps shall then be taken:
 - a. Communication (verbally, and within 24 hours thereafter, by email) with those individuals indicated in Appendix A will be initiated, advising them of the situation, the anticipated severity of it, and the projected duration of the situation. They will also be provided with periodic updates as the situation develops and is resolved.
 - b. If a diversion effort, discussed in paragraph 3 above, is already underway, the effectiveness of this effort will be evaluated and an initiation of an enhanced diversion, utilizing Company contracted hauler/assets will be initiated as needed.
 - c. The RDF Tipping Floor will be closed to all non-municipal/non-contract customers until the situation has been resolved.
 - d. If the above actions are insufficient to relieve the situation, SPSA will be requested to divert directly from SPSA Transfer Stations to a SPSA Landfill, if available as determined by SPSA, otherwise the Company will perform its obligations in accordance with Section 7.1.7 of the Service Agreement.
 - e. Proprietary Waste receipts will be adjusted/temporarily curtailed as necessary.

Appendix A

WTI, SPSA, Municipal, and Affiliate Contacts

WTI VP of Operations

Jairaj Gosine
954-214-2392 (M)
jgosine@wtienergy.com

WP Plant Manager

Robert Johnson
757-418-0507 (M)
rjohns15@wtienergy.com

Operations Manager

Clint Stratton
757-342-8472 (M)
rstratto7@wtienergy.com

WTI Public Relations Department

Michelle Nadeau
603-334-3434
mnadeau@wtienergy.com

Facility Public Information Coordinator

Joel Rubin
757-287-0362 (O)
757-287-0361 (M)
joel@rubincommunications.com

SPSA

Primary:

Deputy Executive Director
Liesl DeVary
757-961-3402 (O)
ldevary@spsa.com

City of Portsmouth

Primary:

Manager, Waste Management
Al Thorne
757-717-8730 (M)
757-393-8663 (O)
thornea@portsmouthva.gov

Secondary:

Sanitation Superintendent
Amos Taylor
757-235-9002 (M)
757-393-8663 (O)
taykira@portsmouthva.gov

Tertiary:

Director of Public Utilities
Erin Trimyer
757-393-8691 x 2202 (O)
757-228-2182 (M)
trimyere@portsmouthva.gov

City of Chesapeake

Primary:

Operations Superintendent
Jerry Ivory
757-382-3440 (O)
jivory@cityofchesapeake.net

Secondary:

Waste Management Administrator
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Mr. Bults Inc – M.B.I.

Primary: Vice President – East Region
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