

**ADDENDUM NO. 7  
TO  
SERVICE AGREEMENT**

**THIS ADDENDUM NO. 7 TO SERVICE AGREEMENT**, dated as of October 24, 2018 (“Addendum No. 7”), 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. 7, 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; and

**WHEREAS**, 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. Amendments to the Service Agreement.

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

“SPSA Landfill Tipper” means the mobile equipment owned by the Company or its Subcontractor and placed at the SPSA Landfill used to lift and tip trailers containing loads of Residue and/or Solid Waste being delivered by vehicles to the SPSA Landfill.”

“SPSA Landfill Tipper Ready Date” means the date specified in the SPSA Ready Notice delivered by SPSA to the Company in accordance with Section 3.24.1(b).”

“SPSA Landfill Tipper SOP” shall have the meaning specified in Section 3.24.2.”

“SPSA Ready Notice” shall have the meaning specified in Section 3.24.1(b).”

- (b) A new Section 3.24 (*SPSA Landfill Tipper*) of the Service Agreement is hereby added to the Service Agreement to read as follows:

“3.24 SPSA Landfill Tipper.

3.24.1 SPSA Landfill Tipper.

(a) Storage. Following the effectiveness of this Addendum No. 7, the Company may, in coordination and arrangement with SPSA, deliver (or cause to be delivered) the SPSA Landfill Tipper to the SPSA Landfill for storage only, at a location designated by SPSA, until delivery of the SPSA Ready Notice; provided, however, if the SPSA Ready Notice is not delivered before expiration or termination of this Agreement, SPSA may request, and the Company shall promptly, remove the SPSA Landfill Tipper from the SPSA Landfill. Without limiting the generality of Section 3.24.4, for the avoidance of doubt, SPSA shall have no liability, obligation or responsibility whatsoever relating to, arising from or in connection with the storage of the SPSA Landfill Tipper (including any damage to or Loss of the SPSA Landfill Tipper itself).

(b) Satisfaction of Conditions to Placement; SPSA Ready Notice. SPSA shall provide Notice to the Company’s Authorized Representative (the “SPSA Ready Notice”) promptly following satisfaction of the following conditions: (i) the SPSA Landfill is ready for placement of the SPSA Landfill Tipper and (ii) the conditions specified in Section 3.24.2 have been completed. SPSA shall provide updates to Company representatives from time to time as to the status and anticipated timing of satisfaction of the foregoing conditions.

(c) Placement. Following delivery of the SPSA Ready Notice, the Company and its Subcontractor responsible for the SPSA Landfill Tipper shall, at their sole cost and expense, coordinate with SPSA and provide in-person, on-the-ground coordination, assistance and support to SPSA in relocating and placing the SPSA Landfill Tipper into position for the first time at a location designated by SPSA for use in the delivery and disposal of Residue by or on behalf of the Company. SPSA shall reasonably cooperate with the Company and its Subcontractor in scheduling a mutually convenient date and time for placement of the SPSA Landfill Tipper into position for the first time following delivery of the SPSA Ready Notice.

(d) Operation, Maintenance & Repair; Movement; Use. In coordination and arrangement with SPSA, the Company shall, at its sole cost and expense, (i) periodically provide and deliver to the SPSA Landfill all fuel, oil, lubricants and all other items used in the operation, maintenance or repair of the SPSA Landfill Tipper, and (ii) periodically and as needed, from time to time, maintain, repair and replace the SPSA Landfill Tipper, including performing all corrective, predictive, preventive and routine maintenance, in accordance with Prudent Industry Practices and Applicable Law. After being properly trained in accordance with Section 3.24.3, SPSA shall relocate and move the SPSA Landfill

Tipper as needed. From time to time, the Company shall, at its sole cost, promptly make repairs and perform maintenance to the SPSA Landfill Tipper. SPSA shall be permitted to use the SPSA Landfill Tipper, at no cost or expense to SPSA, for the delivery of Solid Waste to the SPSA Landfill; *provided, however*, unless otherwise approved by the Company, SPSA shall not use the SPSA Landfill Tipper for its own purposes for more than ten (10) trailer loads per Day. Promptly following termination of this Agreement or at any other time if SPSA reasonably determines, in consultation with the Company, that the use, operation or performance of the SPSA Landfill Tipper is an operational, health or safety issue or hazard, SPSA may request Company to promptly remove the SPSA Landfill Tipper, and Company shall promptly (but in no event, more than ten (10) Days following such request) remove (or cause to be removed) the SPSA Landfill Tipper from the SPSA Landfill. In no event shall the failure, breakdown or malfunction of, the inability or refusal to use or request for removal of, the SPSA Landfill Tipper constitute an Uncontrollable Circumstance, SPSA Fault or SPSA Event of Default hereunder.

3.24.2 SPSA Landfill Tipper SOP. Before placement of the SPSA Landfill Tipper into position for use at the SPSA Landfill, (a) the Company shall provide to SPSA all information requested by SPSA pertaining to SPSA Landfill Tipper, including (i) model number (if applicable), design specifications, engineering studies and other verification (by an engineer licensed in the State), and (ii) information relating to the placement, movement, operation, use, management, repair and replacement of the SPSA Landfill Tipper, (b) the Parties shall develop a mutually agreeable written standard operating procedure (the “SPSA Landfill Tipper SOP”) regarding the operation, use, management, repair and replacement of the SPSA Landfill Tipper, and (c) representatives from SPSA, the Company and the Company’s Subcontractor providing the SPSA Landfill Tipper shall meet in person to discuss various aspects involving the SPSA Landfill Tipper, including its installation, placement, movement and the matters addressed in the SPSA Landfill Tipper SOP. The SPSA Landfill Tipper SOP may be amended, supplemented or otherwise modified from time to time by mutual written agreement of the Parties.

3.24.3 Training. Before placement of the SPSA Landfill Tipper into position for use at the SPSA Landfill and from time to time afterward, the Company shall, at its sole cost and expense, provide all training and training materials (including updates and revisions thereto) on the relocation, movement and safe use of the SPSA Landfill Tipper to SPSA employees and any of its Subcontractors at the SPSA Landfill (or such other location acceptable to SPSA) on such date(s) and time(s) as may be arranged by the Company and SPSA. In advance of such training, the Company shall provide copies of all training materials to SPSA’s Authorized Representative.

#### 3.24.4 Liability; Indemnification.

(a) Liability. Except as expressly set forth in Section 3.24.4(b), (i) the Company shall retain and remain solely responsible for all ownership, risk of loss and liability in any way relating to, arising from or in connection with the SPSA Landfill Tipper (including any damage to or Loss of the SPSA Landfill Tipper itself), including the use by all Persons (including Company's Subcontractors) and its movement and relocation by SPSA within the SPSA Landfill, and (ii) the Company, on behalf of itself and the Company Indemnified Parties, expressly waives any claims against SPSA and releases SPSA from any and all claims, liabilities, damages, obligations, losses, demands, actions or causes of action of any kind, known or unknown, past or present, arising out of, relating to or in connection with the SPSA Landfill Tipper. For the avoidance of doubt, the foregoing provision is intended to apply even if such Loss or liability is attributable to, or the result of, the negligence or improper use by SPSA or its employees.

(b) Indemnification. Notwithstanding anything herein to the contrary, the Company shall indemnify, defend and hold the SPSA Indemnified Parties harmless from and against any and all liability and Losses (including claims for property damage and claims for injury to or death of persons, including any claim or amounts recovered under "workers compensation laws" or any other Applicable Laws) incurred in any way relating to, arising from or in connection with the placement, use, relocation, movement, operation, management or maintenance of, or otherwise associated with or related to, in any respect, the SPSA Landfill Tipper. This Section 3.24.4(b) is intended to apply even if the injury or Loss is caused by any act or omission or default of SPSA Indemnified Parties, except that Company shall not be required to defend or indemnify SPSA Indemnified Parties for a Loss to the extent any such Loss is determined by a court of competent jurisdiction to have resulted solely from the willful misconduct of a SPSA employee. The procedure and provisions in Sections 11.1.1(b) and (c) shall apply to indemnification claims made pursuant to this Section 3.24.4(b)."

(c) 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. 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 Nineteen Dollars (\$19.00) per Ton; provided, however, notwithstanding anything herein to the contrary, on and after the next succeeding Day following the SPSA Landfill Tipper Ready Date, 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 Twenty-Five Dollars (\$25.00) per Ton through the remainder of the Term."

- (d) A new Section 11.3.6 (*Subcontractor Insurance*) of the Service Agreement is hereby added to the Service Agreement to read as follows:

“Section 11.3.6 Subcontractor Insurance. If the Company engages a Subcontractor to transport and deliver Residue to the SPSA Landfill, the Company shall require each Subcontractor to obtain and maintain at its expense the following insurance coverages from insurers who are licensed in the State and who have a Best’s rating of A- or better: (i) employer’s liability insurance having a minimum limit of liability of one million dollars (\$1,000,000) per occurrence; (ii) comprehensive general liability primary insurance with broad form endorsement including personal injury, property damage and blanket liability coverage having a minimum combined single limit of liability of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate; and (iii) comprehensive automobile liability primary insurance applicable to all owned, hired and non-owned vehicles having a minimum combined single limit of liability of (\$1,000,000) per occurrence. SPSA shall be listed as an additional insured on the policies required pursuant to this Section 11.3.6 in accordance with Section 11.3.5.5.”

2. Effectiveness. Notwithstanding any provision in this Addendum No. 7 that may be interpreted or construed to the contrary, the Parties shall neither be bound by the terms and conditions of this Addendum No. 7, nor shall this Addendum No. 7 have any force and effect, unless and until each Party shall have executed and delivered this Addendum No. 7 to the other Party hereto.

3. 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. 7 has been taken; and (b) this Addendum No. 7 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.

4. Incorporation into Service Agreement; Interpretation. The provisions of this Addendum No. 7 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. 7 is supplementary to and modifies the Service Agreement, but to the extent reasonably practicable this Addendum No. 7 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. 7 and the terms of the Service Agreement, the terms of this Addendum No. 7 shall control with respect to the subject matter of such conflict.

5. 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. 7.

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

7. Headings. Section headings in this Addendum No. 7 are included herein for convenience of reference only and shall not constitute a part of this Addendum No. 7 for any other purpose.

8. Counterparts. This Addendum No. 7 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. 7 by telecopier or electronic delivery shall be effective as delivery of a manually executed counterpart of this Addendum No. 7.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have duly executed this Addendum No. 7 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: Liesl R. DeVary  
Name: Liesl R. DeVary  
Title: Executive Director

**WHEELABRATOR PORTSMOUTH INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Addendum No. 7]*


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**SOUTHEASTERN PUBLIC SERVICE  
AUTHORITY OF VIRGINIA**

a public body politic and corporate of the  
Commonwealth of Virginia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WHEELABRATOR PORTSMOUTH INC.**  
a Delaware corporation

  
By: \_\_\_\_\_  
Name: Bruce D. Stanger  
Title: Corp VP Del Services