

LANDFILL HOST AGREEMENT

THIS LANDFILL HOST AGREEMENT (“Agreement”) is made this _____ day of _____, 2024 (the “Effective Date”), by and between **WHITE COUNTY, TENNESSEE**, with offices at 1 East Bockman Way, Room 204, Sparta, Tennessee 38583 (hereafter referred to as the “Host” or “County”), and **WASTE MANAGEMENT, INC. OF TENNESSEE**, a Tennessee corporation, with offices at 2555 Meridian Blvd, Suite 200. Franklin, TN 37067 (hereafter referred to as the “Company”) (the County and Company jointly referred to as the “Parties”).

WITNESSETH:

WHEREAS, on August 21, 2023, County passed Resolution 64-08-2023 which declared certain parcels of land commonly referred to as the “White County Landfill,” located at 6010 Gum Springs Mountain Road, Sparta, Tennessee as surplus land and authorized the County to prepare said parcels for sale;

WHEREAS, on September 21, 2023, the County issued a Request for Proposal Number 2023-1107-01-031 seeking a qualified provider to purchase the White County Landfill and continue to legally operate the White County Landfill, among other things, as the same was amended by Addenda 1 through 5 (collectively, the “RFP”);

WHEREAS, on December 13, 2023, the County purchased real property located on Old Kentucky Road, Sparta, Tennessee, adjacent to the Landfill Property (the “**Adjacent Property**”) which was later incorporated into the RFP;

WHEREAS, on December 14, 2023, Company timely submitted its response to the County’s RFP;

WHEREAS, on January 22, 2024, County passed Resolution 03-01-2024 awarding the RFP to Company and authorized the County to enter into contract negotiations with Company;

WHEREAS, on [REDACTED], 2024, County and Company entered into an Agreement of Purchase and Sale (“PSA”) whereby on the closing date Purchaser purchased the White County Landfill and certain other Property (as defined in the PSA);

WHEREAS, the Parties, by this Agreement, wish to establish certain terms and conditions by which Company will operate the White County Landfill, how the Parties will address issues that may arise in relation to the White County Landfill, benefits the Company will provide to the County as it relates to the White County Landfill, and the County’s cooperation as it pertains to the White County Landfill.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements and conditions set forth herein, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the County and the Company agree as follows:

Article 1. DEFINITIONS

Section 1.01 As used in this Agreement, unless the context clearly indicates otherwise, the following terms shall have the meanings set forth below:

(a) The term “**Landfill**” shall mean the White County Landfill situated in White County, Tennessee, with a business address of 6010 Gum Springs Mountain Rd, Sparta, TN 38583, including but not limited to the real property, all areas permitted by the applicable federal, state and local authorities for the disposal of Waste, all disposal areas that may be added thereto in the future by approved and permitted expansion or addition to the Landfill, and all non-disposal areas incident to the disposal areas and in support thereof. The term “Landfill” refers to and includes (i) the Adjacent Property and (ii) both the Class I area and the Class III/IV areas of the Landfill, unless expressly stated otherwise herein.

(b) The term “**Waste**” shall mean all waste materials that the Landfill is legally permitted to accept for disposal, regardless of origin and whether from within or without the state, and including but not limited to all putrescible and non-putrescible solids, liquids, semi-solid or contained gaseous materials, resulting from the operation of residential, municipal, commercial or institutional establishments and community activities. Waste shall not include any Unacceptable Waste.

(c) The term “**County Waste**” shall mean all Waste generated within White County and outside the corporate limits of any city, town, municipality, district, or other local government’s jurisdictional limits within the County. County Waste includes Waste generated by all residences, County offices and locations. For purposes of clarity, any Waste generated within the County and within the corporate limits of any local government’s jurisdiction (e.g., City of Sparta, etc.) is not considered County Waste. County Waste shall also include Waste generated by the County at its governmental offices, departments, boards, schools, agencies or Waste placed in the Convenience Center.

(d) The term “**Affiliate**” shall mean, with respect to Company, any person or entity that directly or indirectly controls, is controlled by, or is under common control with Company.

(e) The term “**Applicable Laws**” shall mean all federal, state and local statutes, laws, rules, regulations, orders, ordinances or codes, and judicial and administrative orders and interpretations thereof applicable to the existence, modification, permitting and operation of the Landfill.

(f) The term “**Hazardous Waste**” shall mean and include any hazardous, toxic, or radioactive material or substances, as such terms are defined by applicable federal, state, or local laws or regulations. The Landfill is not permitted to accept any Hazardous Waste.

(g) The term “**Life of Site or (is) Rendered Unusable**” shall mean such time as the Landfill is: (i) closed by Company; (ii) completely filled by virtue of having reached its permitted

capacity; or (iii) otherwise rendered unusable by reason of a lack of or withdrawal of a required license, permit, consent or other approval of any federal, state or local government or by reason of any action by a court of any administrative order, ruling or proceeding; provided, however, that if the Landfill is thereafter reopened, then the obligation to make the payments provided under this Agreement shall recommence effective upon reopening.

(h) The term “**Final**” shall mean a permit, consent or other approval which has been obtained or issued in its final form and which either (a) the appeals period (if any) has expired without an appeal having been taken, or (b) any appeal filed (including litigation and any appellate litigation) has been finalized in a manner that does not deny such permit, consent or other approval or impose new or additional conditions or provisions thereon other than as first obtained or issued.

(i) The term “**Permit**” shall mean any permit, approval, authorization, license, variance, order, ruling, decree or permission from any federal, state, county or municipal court, agency, board, legislature, commission or other legislative, judicial, administrative or regulatory body or any entity or person necessary for the expansion of the Landfill.

(j) The term “**Final Permit**” shall mean a final and unappealable permit issued by TDEC (as defined herein) or any successor agency to Company authorizing the expansion of the Landfill.

(k) The term “**TDEC**” shall mean the Tennessee Department of Environment and Conservation, an agency of the State of Tennessee, designated to oversee the environmental activities of Tennessee, which among other duties, regulates the disposal of waste materials and permitting of disposal facilities.

(l) The term “**Unacceptable Waste**” shall mean any waste or material that (i) the acceptance and handling of which by Company would cause a violation of any Permit, condition, legal or regulatory requirement, (ii) can cause substantial damage to Company’s equipment or facilities, (iii) presents a danger to the health or safety of the public or Company’s employees, (iv) is or contains Hazardous Waste, industrial waste, liquid waste, Special Waste that has not been profiled and pre-approved by Company, untreated medical waste, dead animals weighing ten pounds (10 lbs.) or greater, (v) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vi) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources, (vii) is or contains fuels, (viii) is or contains motor oil or paint, (ix) is or contains televisions, (x) is or contains waste or materials that may adversely affect the operations of the Landfill regardless if such waste or materials could be legally received, and/or (xi) is or contains other solid or liquid waste specifically prohibited for disposal at the Landfill by TDEC or any other regulatory agency having jurisdiction over such landfill, in accordance with Applicable Law. Title to and liability for Unacceptable Waste shall remain with the generator at all times. Company has no obligation to accept, transport, process or dispose of any Unacceptable Waste.

(m) The term “**Special Waste**” shall mean waste materials that require special handling in accordance with any applicable federal, state or local laws or regulations, including but not limited to, industrial process wastes, asbestos containing material, petroleum contaminated soils, incinerator ash, and other materials. Special Waste must be profiled and pre-approved in writing by Company before it can be delivered to the Landfill.

(n) The term “**Convenience Center(s)**” shall mean all facilities located throughout the County which allow for White County citizens to dispose of their County Waste. This County Waste shall be accepted free of charge.

Article II. TERM

Section 2.01 This Agreement and all benefits and obligations identified herein shall commence on the Effective Date and continue for twenty (20) years or until the Landfill reaches Life of Site or Rendered Unusable, whichever time period is greater (the “**Term**”), unless the Agreement is otherwise terminated pursuant to the terms herein. For clarity, if the Landfill does not reach Life of Site or Rendered Unusable before twenty (20) years from the Effective Date, then this Agreement would continue until the Landfill reaches Life of Site or Rendered Unusable. For further clarity, if the Landfill reaches Life of Site or is Rendered Unusable within twenty (20) years from the Effective Date of this Agreement, then Company agrees to diligently work with County in good faith to develop a mutually satisfactory plan to manage the disposal of County Waste at Company’s sole cost until the twentieth anniversary of the Effective Date; however, no other payment obligations, owed by Company as set forth in Article IV, shall apply once the Landfill has reached its Life of Site or Rendered Unusable.

Article III. COOPERATION OF THE PARTIES

Section 3.01 Company Obligations

(a) Company agrees that the Company shall promptly and diligently pursue the Final Permits and when the Final Permits have been obtained, the Landfill shall be operated in accordance with all Permits and shall expressly prohibit the disposal of Hazardous Waste. Company shall have the right to contest in good faith the interpretation, application, and enforcement of any laws or Permits.

(b) Company agrees to pay to County the Host Fees, Community Benefit, and the Success Fee payments, as provided in Article IV herein this Agreement.

(c) Company shall accept County Waste from County Convenience Centers at no charge to the County. County Waste shall not include any amount of Waste generated by and/or collected by any person or entity or any generator or location outside the geographic boundaries of County. Except as provided in Section 2.01, in the event the twenty-year Term for the use of the Landfill expires or the Landfill reaches Life of Site or Rendered Unusable, the Company’s obligation to accept such County Waste shall immediately cease.

(d) Once Company obtains a Final Permit for the Class 1 Pending Application and Company has constructed the designated airspace to receive Waste pursuant to the expansion Permit, the County shall be allowed to self-haul County Waste to the Landfill for disposal into the Class I or Class III/IV designated Landfill at no charge to the County. Except as provided in Section 2.01, in the event the twenty-year Term for the use of the Landfills expires or the Landfill reaches Life of Site or Rendered Unusable, the Company's obligation to accept such County Waste shall immediately cease.

(e) Company in its discretion may refuse to accept any County Waste delivered to the Landfill for disposal which items are Unacceptable Waste.

(f) The Landfill will not accept Waste at times outside of the Landfill's posted hours of operation or any time on Sunday, except in the event of a declared disaster area within the Landfill service area, without the prior approval of the County Administrator. Company will conduct other necessary activities at the Landfill at times determined by Company, provided that, except for construction activities and work required due to Permit compliance and/or emergency, no activities shall be conducted at the Landfill on Sunday. "Emergency" as used herein shall refer to any directive from the Governor of the State of Tennessee, or a regulatory agency, court order, or condition that relates to non-compliance with Permits or that constitutes a threat to the public safety and/or human health or the environment.

(g) Company shall have the right to implement such additional measures, rules and procedures as Company deems necessary or appropriate for the safe and efficient operation of the Landfill.

(h) The Company shall operate a website which shall inform the public of the change in ownership, facilitate interaction with the community and allow for the public to communicate with the Company. In addition, the website should be updated to inform the public of any changes in services, hours of operation, or policies.

(i) The Company shall follow all State and Federal statutes, laws regulations and requirements which are applicable to the Landfill and/or its operation.

(j) The Company shall allow the White County Animal Control facility, located on the Landfill property, to be allowed to operate in its present location for up to five years while a new location is sited and built.

(k) The Company shall be responsible for any and all liabilities: (i) arising from events concerning the Landfill that occur, on or after the closing date of the PSA, whether legal or equitable, known or unknown, or matured or contingent and (ii) to undertake the corrective actions and obligations set forth in the 2022 Directors Order No. SWM22-0014, dated October 6, 2022 (the "2022 Directors Order"); however, Company shall have no responsibility or liability and shall not become responsible for or incur, any liability or obligation of any nature arising from or relating to any Excluded Liabilities (as defined below). "**Excluded Liabilities**" means (i) any proceeding against County related to the Landfill or the ownership, operation or use of any of the

Landfill arising on or prior to the closing date of the PSA (but excluding those obligations and corrective actions set forth in the 2022 Directors Order which is being assumed by Company); (ii) any other liabilities of any nature whatsoever, whether legal or equitable, known or unknown, or matured or contingent, including but not limited to, any loss, damage, liability or responsibility arising out of or in connection with or related to the ownership, lease, operation, performance or use of the Landfill, including but not limited to, any loss, damage, liability or responsibility arising out of or relating to a Release of hazardous material or noncompliance with Environmental Laws, which (a) arise out of events or conditions occurring prior to the closing date of the PSA; or (b) relate to operations at the Landfill while owned or operated by the County; and (iii) if Company does not obtain the Final Permit resulting from the pending Class I Pending Application, all closure and post-closure obligations with respect to the current Landfill (including the Class I and Class III areas) shall be retained with the County at all times and for all purposes, which shall require Company to promptly deliver or cause to be delivered a deed, bill of sale and assignment of intangible property for the transfer of the Landfill from Company back to County at Company's sole cost and without refund of the purchase price nor earnest money deposit. For clarity, all Excluded Liabilities shall remain with the County at all times. For purposes of this subsection, "**Release**" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any hazardous material. For purposes of this subsection, "**Environmental Laws**" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. § 300f et seq.), any state or local counterpart or equivalent of any of the foregoing and any federal, state or local transfer of ownership notification or approval statutes.

(l) The Company shall be responsible for the closing, maintenance, and any remediation required when the Landfill has reached Life of Site or is Rendered Unusable, except to the extent determined to be an Excluded Liability pursuant to Section 3.01 (k) above.

(m) The Company shall accept at the Landfill up to one (1) ton of Waste not otherwise accepted at the Convenience Centers per County resident per year at no cost.

Should the Company fail to comply with its obligations in this Article III, it shall be deemed a material breach of this Agreement, and the County shall have immediate rights to the remedies provided for herein.

Section 3.02 County Obligations

(a) County agrees to cooperate with Company with respect to Company's permitting and permit modification efforts related to the Landfill or the Landfill operations. If the County does not cooperate with Company with respect to Company's permitting and permit modification efforts related to the Landfill or the Landfill operations, then Company has the right to terminate this Agreement, subject to the notice and cure provisions set forth in Section 7.01. This remedy is in addition to any other remedies available at law or equity.

(b) County agrees to perform, in a timely manner and in accordance with existing County ordinances and Applicable Laws, all County Functions that may be required for Company to obtain necessary Permits. "**County Functions**" include, without limitation, (i) prompt and lawful consideration of requests by Company for any County Permits and any other local approvals related to the Landfill, (ii) all public notices, hearings, and meetings required by Applicable Laws, and (iii) providing the permitting authority with all documentation required by Applicable Laws to be received from local governments in connection with the solid waste permitting process. If the County does not perform as described in this subsection, then Company has the right to terminate this Agreement, subject to the notice and cure provisions set forth in Section 7.01. This remedy is in addition to any other remedies available at law or equity.

(c) During the Term of this Agreement, County and the White County Solid Waste Department (including any other White County, TN government agency, board or office) will provide the necessary approval pursuant to the Jackson Law (T.C.A. §68-211-701 et seq.) or any other applicable law wherever such approval is appropriate and required for any expansion of the Landfill. If the County does not provide the necessary approval(s) described in this subsection, then Company has the right to terminate this Agreement, subject to the notice and cure provisions set forth in Section 7.01. This remedy is in addition to any other remedies available at law or equity.

(d) During the Term of this Agreement, the County will support any Company request that the County approve any application or request by Company to add additional Landfill capacity or any processing facilities. If the County does not support such Company request, then Company has the right to terminate this Agreement, subject to the notice and cure provisions set forth in Section 7.01. This remedy is in addition to any other remedies available at law or equity.

(e) During the Term of this Agreement, neither the County nor the White County Solid Waste Department (including any other White County, TN government agency, board or office) shall: (i) take any action to restrict access to the Landfill by excluding waste generated outside the geographic boundaries of the County; or (ii) revise the County's Solid Waste Plan by approving any other Class I, II, III, or IV landfill within the geographic boundaries of the County. If the County takes any action to restrict access to the Landfill or revise the County's Solid Waste Plan in a manner that violates this subsection, then Company has the right to terminate this Agreement, subject to the notice and cure provisions set forth in Section 7.01. This remedy is in addition to any other remedies available at law or equity.

Section 3.03 In consideration of the payment of the Host Fee and the other benefits set forth herein, the County and the White County Solid Waste Department (including any other White County, TN government agency, board or office) agree that it will not (i) oppose or obstruct, either directly or indirectly the disposal and any other permitted operations conducted at the Landfill, or any future Landfill expansion applications and/or permit amendments or modifications submitted by Company to the appropriate regulatory authorities, (ii) adopt or pass any new ordinances, resolutions, or orders or language regarding obstructing, or interfering with the Landfill's lawful activities and any future Landfill expansion plans, applications, or permit amendments, (iii) attempt to modify existing or adopt new zoning or land use designations that apply to the land comprising the current or future landfill property boundary if such land is already zoned or designated properly for the disposal of Waste and ancillary activities, or (iv) take any action to restrict access to the Landfill by excluding solid waste generated outside the County. If the County takes any action that this subsection prohibits or that violates this subsection, then Company has the right to terminate this Agreement, subject to the notice and cure provisions set forth in Section 7.01. This remedy is in addition to any other remedies available at law or equity.

Section 3.04 The County acknowledges and agrees that commencing with the Effective Date of this Agreement, it shall in the first instance address any concerns it has or it has received regarding the Landfill's operations directly with Company. The Parties agree that whenever the County has identified any such concern(s), it shall provide appropriate notice to Company and adhere to the procedures contained herein before any formal communication is issued by the County, or at its direction, to any regulatory authority having jurisdiction over the Landfill, unless otherwise required by law. Concurrently, the County shall schedule a meeting with Company at the earliest possible convenient date to allow Company to fully address such concern(s). Thereafter, if the County's concern(s) is found to be legitimate, Company shall have thirty (30) calendar days following the meeting in order to mitigate and/or abate the concern(s), or in the case of concern(s) that cannot be mitigated or abated fully within a thirty-day period, to commence mitigation or abatement activities. The notice requirement contemplated by this Section shall not apply to any verified, reported conditions about the Landfill involving an immediate threat of physical harm to life or property, reports generated by Landfill inspectors, or police reports.

Section 3.05 Company agrees to assist the County in responding promptly to legitimate questions or concerns regarding Landfill operations that County residents or businesses raise to the County, and that the County provides to Company.

Section 3.06 Should the County, lawfully acting, fail to comply with any of its obligations in this Article III, it shall be deemed a material breach of this Agreement, and Company shall have the right to terminate the Agreement, subject to the notice and cure provisions set forth in Section 7.01, and thereby cease providing all the consideration and benefits provided to the County in this Agreement.

Article IV. PAYMENT OF HOST, COMMUNITY BENEFIT AND SUCCESS FEES

Section 4.01 During the Term of this Agreement, Company shall pay the County a “Host Fee” in the amount of one U.S. dollar and fifty cents (\$1.50) per ton for each ton of Waste that is generated outside of the geographic boundary limits of the County and disposed of within the Landfill, subject to the exceptions set forth herein. Beginning on the eighth (8th) anniversary of the Effective Date, the Host Fee shall be increased annually by the lesser of (a) three percent (3%) or (b) by the Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer Trash, Not Seasonally Adjusted, (published by the United States Bureau of Labor Statistics, Consumer Price Index (the “CPI”) over the 12 most recently published months compared to the average CPI for the previous 12-month period.

Section 4.02 Payment of the Host Fee shall be made to the County on a quarterly basis, within fifteen (15) days of the end of each calendar quarter (i.e., on or before the 15th day of April, July, October and January).

Section 4.03 Notwithstanding anything to the contrary in this Agreement, at no time shall the Host Fee be paid on any ineligible waste, which shall include:

- (a) Waste disposed in the Landfill without charge, from any source, such as County Waste; and
- (b) Any waste or material already disposed within the Landfill that is relocated within the Landfill or elsewhere outside of the Landfill.

Section 4.04 With each quarterly Host Fee payment, Company shall provide the County with a statement executed by the Landfill manager or other authorized Landfill representative that sets forth the total number of tons of eligible Waste disposed of within the Landfill during the most recent calendar quarter upon which the per ton Host Fee is calculated. In each instance, County shall be permitted to request and receive (within thirty (30) business days of such request) relevant tonnage documentation and records relied upon by the Company to prepare such statement. If County disagrees with any statement received by the Company, County shall notify the Company of such disparity and Company shall correct such statement and Host Payment within ten (10) business days of such notification from the County. If the parties do not agree as to the applicable Host Payment, then the parties shall have the right to address such conflict as provided for in Section 4.11.

Section 4.05 When Company obtains Final Permit(s) for the expansion of the Landfill, Company shall pay to the County a “Success Fee” payment per cubic yard of permitted airspace received (calculated starting at the Effective Date through the term of this Agreement) obtained in each Final Permit for the Landfill. The Success Fee payment(s) shall be determined and paid as follows:

- (a) For the Final Permit received by the Company for the initial expansion currently pending with TDEC (which is estimated to be eight hundred thousand cubic yards) that authorizes new permitted cubic yards of airspace (i.e., permitted areas in which Waste may be legally

disposed) at the Class I or Class III/IV Landfill, Company will pay the County in a lump sum payment \$2.50 per cubic yard for the first eight hundred thousand (800,000) cubic yards of newly permitted airspace authorized under the Final Permit within thirty (30) days after Company receives the Final Permit from TDEC.

(b) For any subsequent Final Permit that authorizes new permitted cubic yards of airspace received (i.e., permitted areas in which Waste may be legally disposed) at the Class I or Class III/IV Landfill, Company will pay the County a lump sum payment equal to \$1.60 per cubic yard of newly permitted airspace for the next eight million (8,000,000) cubic yards of airspace and an additional lump sum payment of \$0.75 per cubic yard of newly permitted airspace in excess of a cumulative eight million eight hundred thousand (8,800,000) cubic yards next authorized under each Final Permit within thirty (30) days after Company receives the Final Permit from TDEC.

(d) If the parties do not agree as to any applicable Success Fee payment, then the parties shall have the right to address such conflict as provided for in Section 4.11.

Section 4.06 Except real property and personal property taxes, the County acknowledges and agrees that during the term of this Agreement, it shall not seek to impose, or actually impose, any new or additional fees, taxes, excises, charges or assessments of any kind, on the disposal of Waste within the Landfill, or based upon any activities or independent services provided by Company at the Landfill, or associated with the operation of the Landfill and its related infrastructure and systems. The County also acknowledges and agrees that the Host Fee shall be paid to and accepted by the County in lieu of any and all other fees, taxes, excises, charges or assessments which can or may be levied upon the delivery, receipt, deposit or disposal of Waste at the Landfill, or upon any activities or independent services provided by Company at the Landfill, or associated with the operation of the Landfill and its related infrastructure and systems.

Section 4.07 On or before June 30, 2024, and on or before July 1st of each subsequent year during the Term of this Agreement, Company shall pay to the County the sum of fifty thousand U.S. dollars (\$50,000.00), which shall be an annual “**Community Benefit**” payment. This money shall be used by the County to benefit or assist nonprofit organizations and school groups having a particular and unforeseeable financial need, for scholarships and/or for improvements within the County. The County has the obligation to nominate qualified recipients of these funds and to timely advise the Company of the nominees annually for Company’s approval, which approval shall not be unreasonably withheld. In the event the Landfill reaches Life of Site or Rendered Unusable, the Company’s obligation to pay the Community Benefit shall immediately cease. If the County fails to nominate sufficient qualified recipients and seek Company’s approval of the nominated recipients in any July 1st to June 30th period, then the County will forfeit its entitlement to that annual \$50,000 Community Benefit payment or any such remaining portion thereof for that year.

Section 4.08 The County acknowledges and agrees that, although Company shall diligently pursue the Final Permits, new Final Permits for the Landfill may never be received or obtained. The County also acknowledges that any expansion of the Landfill and/or Final Permits other than

the Class I Pending Expansion and future Class III/IV expansions may never be sought, permitted, constructed or opened, or, if opened, may thereafter be closed by Company (for any reasons in Company's sole discretion) or otherwise become incapable of accepting Waste for disposal by reason of a lack of a Permit or otherwise. None of the above shall be a default under this Agreement. Should the Company decide at any time to discontinue any permitting efforts other than the Class I Pending Expansion and Class III future Class III/IV expansions, Company shall have no obligation in connection therewith to County. Further, Company in its sole discretion may decide or refuse to accept any Waste, except County Waste, delivered to the Landfill for disposal which Company deems for any reason should be diverted from the Landfill and/or to be unacceptable, including but not limited to any material Company determines is hazardous or otherwise unacceptable under laws, permits, or Company rules for operation of the Landfill. Company is not obligated to deliver or accept a minimum amount or any type of Waste for disposal. Company is not obligated to expand the Landfill vertically or horizontally. Company is not obligated, nor are its affiliated companies obligated to continue to own or operate the Landfill. If the Company sells, leases, or otherwise transfers its interest in the Landfill, the Company shall promptly furnish to the County in writing the name and address of such purchaser, lessee, or transferee, and the Company shall inform any such purchaser, lessee, or transferee in writing of the existence of this Agreement and the obligations imposed hereunder. Any purchaser, successor, assignee or transferee of the Landfill shall continue to pay the Host Fee and Community Benefit fee pursuant to the terms of this Agreement.

Section 4.09 If the Company decides it wants to sell, lease or otherwise transfer its interests in the Landfill to a party that is not an affiliate or subsidiary of Company, it shall inform the County of said decision and give the name and address, in writing, of the party to whom it wishes to sell the Landfill to the County. The County shall have forty-five (45) days to investigate the proposed entity. The County's consent to Company's sale, lease, or transfer of the Landfill to a third-party shall not be unreasonably withheld. For purposes of clarity, if Company seeks to sell, lease or otherwise transfer its interest in the Landfill to an affiliate or subsidiary of Company, then Company shall remain liable hereunder.

Section 4.10 Except as provided for in Sections 3.01(c) and 3.01(d) in this Agreement, Company will have the right to establish, charge, collect, and retain any and all fees and charges Company deems appropriate for use of the Landfill in its sole discretion, including but not limited to any and all tipping fees charged for the disposal or deposit of Waste at the Landfill ("**Tipping Fees**").

Section 4.11 If any conflict shall arise between the parties as to tonnage, the Host Payment, Success Fee payment, or Community Benefit payment, the parties shall initially attempt to negotiate the conflict in good faith with authorized representatives from each party. If the conflict remains, the parties shall retain a qualified mediator to mediate the dispute with each party paying one-half of the mediator's fees and charges. If the mediation is unsuccessful, then either party may proceed with litigation.

Article V. ORIGIN OF WASTE

Section 5.01 The County expressly acknowledges and agrees that the Landfill may accept Waste

from any origin, both within and without the state in which the Landfill is located, in accordance with the terms and conditions of this Agreement. To the extent authorization is needed now or at any time during the Term, the County also hereby authorizes the Landfill to accept waste generated outside of the geographic boundaries of the County, in accordance with the terms and conditions of this Agreement.

Article VI. TERMINATION RIGHTS

Section 6.01 Company shall have the right to terminate this Agreement, subject to the notice and cure provisions set forth in Section 7.01, at any time if County brings, aids, supports, or participates in any proceeding seeking to invalidate this Agreement or terminate any right of Company or obligation of County under this Agreement. This provision is not intended to apply to legal proceedings seeking only to resolve a dispute over the terms or obligations of this Agreement.

Section 6.02 County shall have the right to terminate this Agreement if there is an event of material default of this Agreement committed by Company, excepting where a cure is accomplished or underway pursuant to the terms of this Agreement.

Section 6.03 In addition to the Company's right to terminate this Agreement if there is an event of material default of this Agreement committed by County, excepting where a cure is accomplished or underway pursuant to the terms of this Agreement, Company will have the right, but not the obligation, to terminate this Agreement at any time upon occurrence of any of the following events:

(a) a change occurs in any Applicable Law or Permit condition, or in the interpretation or enforcement thereof, or any new law, regulation, rule, ordinance or permit condition is imposed or takes effect, the impact of which will adversely affect the ability of Company, to operate or continue to operate the Landfill or otherwise perform under this Agreement, including operating the Landfill at acceptable margins, which in the event of such termination due to this subsection (a), the parties agree that Company shall remain subject to the obligations of County Waste as set forth in Section 2.01 above; or

(b) a Force Majeure Event or other event or other circumstance occurs and continues unabated for a period of 180 days which in Company's sole discretion renders the continued operation of the Landfill, whether the Class I or Class III/IV area, unfeasible for any reason; or

(c) all or part of the Landfill or adjoining property owned by Company is annexed into or becomes part of any governmental agency's jurisdiction, other than the County and such annexation negatively impacts the Company's rights, obligations, financial requirements, costs, or ability to operate or expand the Landfill.

Section 6.04 Any permitted termination of this Agreement shall be by written notice of termination to the other party, which shall be effective thirty (30) days after the date of delivery of said notice of termination.

Section 6.05 County acknowledges and agrees that any termination of this Agreement shall not preclude any right of Company as provided by Permit or Applicable Law to permit, construct,

operate, or continue to operate the Landfill.

Article VII. DEFAULT AND REMEDIES

Section 7.01 An event of default shall mean a breach of this Agreement by Company or County, which breach is not cured pursuant to this Article VII. A “breach” shall mean a material failure of a party to comply with a material provision or obligation of this Agreement which results in a material harm, damage, or injury to the other party. Each party shall in the case of any breach of this Agreement either (i) cure the breach within sixty (60) days of receipt of written notice from the non-breaching party, or (ii) demonstrate within such cure period that it is actively and continuously pursuing a course of action which can reasonably be expected to lead to a curing of the breach, and in such case the sixty-day period will be extended for so long as the breaching party is actively and continuously pursuing such a course. Notwithstanding the foregoing, in the event of a failure of any party to this Agreement to pay the other party any dollar amount required to be paid when due hereunder, the cure shall consist of payment made within fifteen (15) days of written demand from the non-breaching party.

Section 7.02 In the event of a default under this Agreement beyond any notice and cure period, the non-defaulting party, upon fifteen (15) days prior written notice to the defaulting party, shall have the right but not the obligation or duty to cure such default, including the right to offset the costs of curing the default against any sums due or which become due to the defaulting party under this Agreement. If an event of default occurs in the payment obligations of either party and is not cured in the manner allowed hereunder, then this Agreement shall continue in force, and the non-defaulting party shall have the right to take whatever judicial action it deems necessary or desirable to collect any amounts then due under this Agreement, as allowed under the terms of this Agreement, including attorneys’ fees, expenses and costs associated with enforcement. Except where a specific remedy is provided for in this Agreement, the parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, and the right to recover attorney’s fees and costs associated with enforcement.

Section 7.03 Except as otherwise specified in Section 3.01 (k) above, each party agrees to protect, indemnify, defend and save harmless the other party, including the County’s present and future officials, officers, employees, agents, subcontractors, representatives and assign from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonably attorney’s fees), arising out of or relating to the Company’s or County’s, as applicable, negligent acts or omissions or willful misconduct or breach of this Agreement, and including Company’s maintenance and operation of the Landfill. Neither party shall be obligated to protect, indemnify, defend and save harmless the other party if such occurrence is caused by the negligence or willful misconduct of the claiming party, its officers, employees and/or agents. Neither party shall be liable to the other for consequential, special, or punitive damages.

Article VIII. MISCELLANEOUS

Section 8.01 This Agreement shall be construed in accordance with the laws of the State of Tennessee.

Section 8.02 Force Majeure

(a) The term “Force Majeure Event” shall mean any act or event, whether foreseen or unforeseen, occurring after execution of the Agreement, that is beyond the reasonable control and not the fault of the non-performing party, that prevents a party, in whole or in material part, from performing its obligations under the Agreement. Force Majeure Events that satisfy the foregoing requirements may include, but shall not be limited to, unusually severe weather events, floods, fires, earthquakes, volcanic eruptions, landslides, strikes and labor actions, changes in applicable local, state or federal laws, rules and regulations, acts of terrorism or the public enemy, acts of war, epidemics, pandemics, famines, plagues, or other occurrences that cause a temporary or permanent halt to Landfill operations.

(b) If a Force Majeure Event occurs, the non-performing party is excused from performing those obligations of the Agreement that are actually prevented by the Force Majeure Event. The non-performing party shall provide prompt notice to the other party of the occurrence of the Force Majeure Event. When the non-performing party is able to resume performance of its obligations under the Agreement, it shall provide prompt notice to that effect to the other party, and resume performance of its obligations within two (2) business days after the notice is provided.

(c) all or part of the Landfill or adjoining property owned by Company is annexed into or becomes part of any governmental agency’s jurisdiction, other than the County and such annexation negatively impacts the Company’s rights, obligations, financial requirements, costs, or ability to operate or expand the Landfill.

Section 8.03 The Company certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119.

Section 8.03 Notice of any defect in the performance of this Agreement on the part of either of the Parties shall be personally served, or sent by nationally-recognized overnight delivery service or certified mail, return receipt requested, addressed as follows:

Notice to Company will be addressed to:

Waste Management, Inc. of Tennessee
Attn: Director of Disposal
2555 Meridian Blvd., Suite 200
Franklin, TN 37067

With a copy to Company at:

Waste Management

Attn: Legal Counsel for Mid-South
800 Capitol St, Suite 3000
Houston, TX 77002

Notice to the County will be addressed to:

White County, Tennessee
Attn: Director of Finance
Courthouse Room 204
1 East Bockman Way
Sparta, Tennessee 38583

Change of address by either party shall be by notice given to the other in the same manner as above specified.

Section 8.04 As evidenced by the signatures of the authorized representatives set forth below, the Parties represent and acknowledge that the terms of this Agreement have been reviewed by the necessary corporate and public officers, directors and members, and thereafter approved by the County at a public meeting duly convened upon proper notice, and that this Agreement therefore is an enforceable obligation binding upon the County and Company.

Section 8.05 The Parties do not intend to create any third party beneficiary rights by or in this Agreement, and they do not intend to invest rights, duties, remedies or obligations in any person or entity unless expressly stated herein.

Section 8.06 Neither party shall assign, sell, transfer, or permit the assignment or transfer of this Agreement or its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld provided, however, that Company may transfer or assign its interest hereunder to an affiliate, subsidiary or parent company, so long as Company remains liable hereunder.

Section 8.07 This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Section 8.08 This is an Agreement for the performance of the specific services described herein. Under no circumstances or conditions shall the operation of the Landfill by Company in accordance with this Agreement be deemed a public function, nor has the County acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Landfill by virtue of this Agreement.

Section 8.09 If any term, clause or provision of this Agreement or the application thereof shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that there be added as a part of this

Agreement a term, clause or provision as may be legal, valid and enforceable.

Section 8.10 The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.

Section 8.11 Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

Section 8.12 This Agreement may be executed in multiple counterpart copies and by facsimile or emailed signatures, each and all of which will be deemed an original.

Section 8.13 In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs.

Section 8.14 This Agreement is contingent on the completion and closing of the transaction contemplated by the PSA. If the transaction contemplated by the PSA does not close for any reason, this Agreement shall be null and void.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have signed this Landfill Host Agreement, by officers duly authorized, as of the date and year first written above.

WHITE COUNTY, TENNESSEE

ATTEST:

By: _____

Title: _____

WASTE MANAGEMENT, INC. OF TENNESSEE

ATTEST:

By: _____

Title: _____