

**CONSENT**  
**(Coachella Property)**

This Consent, dated as of \_\_\_\_\_, 2019 (this "Consent"), is given by the County of Riverside, a political subdivision of the State of California (the "County"), and the Coachella/Indio Waste Transfer Station Authority (the "JPA"), at the request of Burrtec Waste Industries, Inc., a California corporation ("Burrtec"), and for the benefit of MUFG Union Bank, N.A. (formerly known as Union Bank, N.A. and Union Bank of California, N.A.), in its capacity as administrative agent for the Lenders (as defined herein) (in such capacity, the "Agent"), with reference to the following facts:

A. The JPA, as sublessor, and Burrtec, as sublessee, are parties to that certain Second Amended and Restated Facility Operations and Sublease Agreement, dated February 22, 2000, as amended by that certain Amendment to Sublease Agreement, dated July 1, 2010, and that certain Second Amendment to Sublease Agreement, dated March 19, 2015 (as so amended, the "Sublease"). The Sublease is subject to that certain First Amended Master Lease, dated June 19, 2001, and that certain First Amended Agreement for Disposal of Solid Waste, dated June 19, 2001, both by and between the County and JPA.

B. Pursuant to that certain Amended and Restated Credit Agreement, dated as of December 1, 1999 (the "1999 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the financial institutions party thereto as lenders, from time to time (collectively, the "Lenders"), and Agent, the Lenders made a construction loan to Burrtec in the principal amount of \$1,750,000 (the "Construction Loan").

C. Burrtec's obligation to repay the Construction Loan was secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of February 22, 2000, given by Burrtec, as trustor, in favor of UnionBanCal Mortgage Corporation, as Trustee, for the benefit of Agent, as beneficiary, which was recorded in the official records of Riverside County, California, on May 30, 2000, as document no. 2000-203511 (the "Original Deed of Trust").

D. The 1999 Credit Agreement was subsequently amended and restated pursuant to that certain Second Amended and Restated Credit Agreement, dated as of June 1, 2000 (the "2000 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and, in connection therewith, with the consent of the JPA, Burrtec and Agent modified the Original Deed of Trust pursuant to that certain Modification of Deed of Trust, dated as of March 6, 2001, which was recorded in the official records of Riverside County, California, on June 20, 2001, as document no. 2001-279530 (the "First Modification").

E. The 2000 Credit Agreement was subsequently amended and restated pursuant to that certain Third Amended and Restated Credit Agreement, dated as of June 1, 2001 (the "2001 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and the 2001 Credit Agreement was subsequently amended and restated pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of November 22, 2004 (the "2004 Credit Agreement"), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and in connection therewith, with the consent of the JPA, Burrtec and

Agent further modified the Original Deed of Trust pursuant to that certain Second Modification of Deed of Trust (Coachella Property), dated as of July 31, 2007, which was recorded in the official records of Riverside County, California, on February 13, 2008, as document no. 2008-0072112 (the “Second Modification”).

F. The 2004 Credit Agreement was subsequently amended and restated pursuant to that certain Fifth Amended and Restated Credit Agreement, dated as of October 1, 2008 (the “2008 Credit Agreement”), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and, in connection therewith, with the consent of the JPA, Burrtec and Agent further modified the Original Deed of Trust pursuant to that certain Third Modification of Deed of Trust (Coachella Property), dated as of October 1, 2008, which was recorded in the official records of Riverside County, California, on May 21, 2009, as document no. 2009-0256695 (the “Third Modification”).

G. The 2008 Credit Agreement was subsequently amended and restated pursuant to that certain Sixth Amended and Restated Credit Agreement, dated as of October 16, 2013 (the “2013 Credit Agreement”), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent, and the 2013 Credit Agreement was subsequently amended and restated pursuant to that certain Seventh Amended and Restated Credit Agreement, dated as of October 31, 2018 (the “2018 Credit Agreement”), by and among Burrtec and certain of its affiliates, as borrowers, the Lenders and Agent.

H. Agent and the Lenders require that the Original Deed of Trust, as modified by the First Modification, the Second Modification and the Third Modification (as so modified, the “Existing Deed of Trust”), be further modified pursuant to a Fourth Modification of Deed of Trust, in substantially the form attached hereto as Exhibit A (the “Fourth Modification”), so that it secures payment of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) in principal amount of the payment obligations at any time owing and the performance of all non-monetary obligations of Burrtec arising under the 2018 Credit Agreement, the related promissory notes and the other credit documents entered into in connection therewith, including, without limitation, interest on such principal sum and attorneys’ fees and other amounts expended to collect such principal sum.

I. Section 15.03(a) of the Sublease requires that any proposed modification of the Existing Deed of Trust be submitted to the JPA and the County for their review and approval, which approval shall be deemed granted unless, within 10 business days after receiving such request for approval, the JPA or the County provides a written objection setting forth with particularity the provisions contained in the Fourth Modification to which such objection is made.

NOW, THEREFORE, the JPA and the County hereby (i) acknowledges its receipt of the Fourth Modification attached hereto as Exhibit A, and (ii) consents to the execution, delivery and recording of the Fourth Modification and the resulting modification of the Existing Deed of Trust.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, each of the undersigned has caused this Consent to be duly executed and delivered as of the date first written above.

“JPA”

COACHELLA/INDIO WASTE TRANSFER  
STATION AUTHORITY

By: \_\_\_\_\_

Name:

Title:

“County”

COUNTY OF RIVERSIDE, a political subdivision  
of the State of California

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

**Fourth Modification**

[See Attached]