

RECORDING REQUESTED BY:

MUFG UNION BANK, N.A.

AND WHEN RECORDED MAIL TO:

MUFG UNION BANK, N.A.
Attn: Collateral Management Department
1980 Saturn Street
Monterey Park, CA 91755
Facsimile: (323) 720-7836

Space Above This Line For Recorder's Use

**FOURTH MODIFICATION OF DEED OF TRUST
(Coachella Property)**

THIS FOURTH MODIFICATION OF DEED OF TRUST, dated as of November 1, 2019 (this "Modification") is made and entered into by and between Burrtec Waste Industries, Inc., a California corporation, whose mailing address is 9890 Cherry Avenue, Fontana, California 92335 ("Trustor"), and MUFG Union Bank, N.A. (formerly known as Union Bank, N.A. and Union Bank of California, N.A.), whose mailing address is 1980 Saturn Street, Monterey Park, California 91755, Attn: Collateral Management Department ("Beneficiary"), with reference to the following facts:

A. Trustor is the trustor and Beneficiary is the beneficiary under that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of February 22, 2000, given by Trustor in favor of UnionBanCal Mortgage Corporation, as Trustee, for the benefit of Beneficiary, which was recorded in the official records of Riverside County, California, on May 30, 2000, as document no. 2000-203511, and as amended by that certain Modification of Deed of Trust, dated as of March 6, 2001, between Trustor and Beneficiary, which was recorded in the official records of Riverside County, California, on June 20, 2001, as document no. 2001-279530, that certain Second Modification of Deed of Trust (Coachella Property), dated as of July 31, 2007, between Trustor and Beneficiary, which was recorded in the official records of Riverside County, California, on February 13, 2008, as document no. 2008-0072112, and that certain Third Modification of Deed of Trust (Coachella Property), dated as of October 1, 2008, between Trustor and Beneficiary, which was recorded in the official records of Riverside County, California, on May 21, 2009, as document no. 2009-0256695 (as so amended, the "Existing Deed of Trust"), and which encumbers all of Trustor's right, title and interest in and to the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").

B. The Existing Deed of Trust secures the obligations of Trustor under certain “Notes” described in that certain Fifth Amended and Restated Credit Agreement, dated as of October 1, 2008 (as amended, the “2008 Credit Agreement”), by and among Trustor and certain of its affiliates named therein as “Borrowers” (collectively, the “Borrowers”), the financial institutions that, from time to time, are parties thereto as “Lenders” (collectively, the “Lenders”), and Beneficiary, as agent for the Lenders (in such capacity, “Agent”).

C. At the request of Trustor and the other Borrowers, the Borrowers, the Lenders and Agent have entered into (i) that certain Sixth Amended and Restated Credit Agreement, dated as of October 16, 2013 (as amended, the “2013 Credit Agreement”), which amended and restated the 2008 Credit Agreement in its entirety, and (ii) that certain Seventh Amended and Restated Credit Agreement, dated as of October 31, 2018 (as the same may be amended, modified or supplemented from time to time, the “2018 Credit Agreement”), which amends and restates the 2013 Credit Agreement in its entirety.

D. Trustor and Beneficiary desire to modify the Existing Deed of Trust so that it secures the obligations of Trustor under the “Notes” referred to in the 2018 Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary hereby agree as follows:

1. Amendment to Section 2 of the Existing Deed of Trust. Section 2 of the Existing Deed of Trust is hereby amended and restated in its entirety to read as follows:

2. SECURED OBLIGATIONS. Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1 above FOR THE PURPOSE OF SECURING the following obligations (collectively, the “Secured Obligations”) in such order of priority as Beneficiary may elect:

2.1 Payment of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) in principal amount of the payment obligations at any time owing (the “Principal Sum”) and the performance of all non-monetary obligations of Trustor arising under (A) that certain Seventh Amended and Restated Credit Agreement, dated as of October 31, 2018 (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”), by and among Trustor and certain of its affiliates named therein as “Borrowers”, the financial institutions that, from time to time, are parties thereto as “Lenders” (collectively, the “Lenders”), and Beneficiary, as agent for the Lenders (in such capacity, “Agent”), (B) each of the Notes and all other Credit Documents (as such terms are defined in the Credit Agreement), and (C) any and all modifications, replacements, extensions and renewals thereof (collectively, the “Debt Instrument”), whether hereafter evidenced by the Debt Instrument or otherwise;

2.2 Payment of interest on such Principal Sum according to the terms of the Debt Instrument;

2.3 Payment of all other sums, including late charges and any attorney's fees and other advances made by Beneficiary hereunder as hereinafter provided, with interest thereon as hereinafter provided, which are due or payable to Trustee or Beneficiary under the provisions hereof and are attributable to the collection of the Principal Sum or other amounts secured hereunder;

2.4 Due, prompt and complete observance, performance and discharge of each and every non-monetary obligation, covenant and agreement of Trustor contained herein;

2.5 Payment of such additional sums as may be hereafter borrowed from the Lenders by Trustor (or guaranteed by Trustor) which are allowed under Section 15.03 of the Sublease when evidenced by a debt instrument or instruments (or guaranty or guaranties, as the case may be) which are by the terms thereof (or by the terms of any other instrument executed by Trustor in connection therewith) secured by this Deed of Trust, together with interest and late charges thereon according to the terms of such debt instrument or instruments; and

2.6 Performance of such future obligations which Trustor may agree to perform for the benefit of Beneficiary when Trustor executes a document or documents reciting that such obligations are secured hereby.

This Deed of Trust, the Debt Instrument and all other instruments and agreements given to evidence or further secure the payment and performance of the obligations secured hereby are hereinafter sometimes collectively referred to as the "Loan Documents".

2. Effect. Except as and to the extent amended by this Modification, the Existing Deed of Trust shall remain in full force and effect in accordance with its terms.

3. Ratification and Approval. The Existing Deed of Trust, as modified by this Modification, is hereby ratified, confirmed and approved in all respects by Trustor and Beneficiary.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the date first above written.

“Trustor”

BURRTEC WASTE INDUSTRIES, INC.,
a California corporation

By: _____

Name: Cole Burr

Title: President

“Beneficiary”

MUFG UNION BANK, N.A.

By: _____

Name: Edmund Ozorio

Title: Vice President

EXHIBIT "A"
DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH HALF OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 98, PAGE 9 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1901.66 FEET;

THENCE SOUTH 00° 01' 32" EAST 449.73 FEET;

THENCE SOUTH 82° 50' 46" WEST 61.35 FEET;

THENCE SOUTH 35° 04' 39" WEST 95.41 FEET;

THENCE SOUTH 81° 49' 58" WEST 137.19 FEET;

THENCE NORTH 34° 55' 57" WEST 33.13 FEET;

THENCE NORTH 47° 36' 11" WEST 39.08 FEET;

THENCE NORTH 59° 24' 28" WEST 43.11 FEET;

THENCE NORTH 58° 48' 42" WEST 57.76 FEET;

THENCE NORTH 58° 01' 09" WEST 47.15 FEET;

THENCE NORTH 51° 53' 04" WEST 35.51 FEET;

THENCE NORTH 57° 47' 53" WEST 376.38 FEET;

THENCE NORTH 68° 07' 57" WEST 180.04 FEET;

THENCE NORTH 69° 20' 30" WEST 59.58 FEET;

THENCE NORTH 77° 22' 27" WEST 59.61 FEET;

THENCE SOUTH 86° 43' 32" WEST 42.72 FEET;

THENCE SOUTH 51° 38' 02" WEST 37.15 FEET;

THENCE SOUTH 38° 18' 26" WEST 36.04 FEET;

THENCE SOUTH 60° 18' 52" WEST 60.00 FEET;

THENCE SOUTH 90° 00' 00" WEST 4.84 FEET;

THENCE 00° 00' 00" EAST 4.89 FEET;

THENCE NORTH 89° 51' 40" WEST 391.84 FEET;

THENCE NORTH 81° 45' 58" WEST 187.27 F335;

THENCE NORTH 65° 39' 24" WEST 151.36 FEET;

THENCE NORTH 50° 09' 01" WEST 215.36 FEET;

THENCE NORTH 64° 11' 37" WEST 167.53 FEET, TO A POINT BEING ON THE WEST SECTION LINE OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE EAST;

THENCE NORTHERLY ALONG SAID SECTION LINE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A 60.00 FOOT WIDE PUBLIC HIGHWAY EASEMENT RECORDED APRIL 17, 1959, BOOK 2454, PAGE 65 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 98, PAGE 9 OF RECORDS OF SURVEY.

ALSO EXCEPTING THEREFROM ALL MINERAL DEPOSITS IN THE LAND SO PATENTED, AND TO IT OR PERSONS AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM THE SAME UNDER APPLICABLE LAW TO REGULATIONS TO BE ESTABLISHED BY THE SECRETARY OF THE INTERIOR, AS RESERVED TO THE UNITED STATES OF AMERICA, IN PATENT RECORDED DECEMBER 9, 1997 AS INSTRUMENT NO. 450653 OF OFFICIAL RECORDS.

APN: 009-617-345

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____,
(insert name and title of the officer)
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)