

THIRD AMENDMENT TO SUBLEASE AGREEMENT

This Third Amendment to Sublease Agreement (“Third Amendment”) is entered into as of December 14, 2020 by and between the Coachella/Indio Waste Transfer Station Authority (“JPA”) and Burrtec Waste Industries, Inc., a California corporation (“Contractor”):

RECITALS

A. On February 22, 2000, the JPA and Contractor entered into that certain Second Amended & Restated Facility Operations and Sublease Agreement, on July 1, 2010, the JPA and Contractor entered into that certain Amendment to Sublease Agreement, and on March 19, 2015, the JPA and Contractor entered into that certain Second Amendment to Sublease Agreement (collectively the “Sublease Agreement”).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Sublease Agreement.

C. On March 19, 2015, JPA and Contractor entered into that certain Agreement of Disposal of Solid Waste and concurrently herewith, the JPA and Contractor are entering into that certain First Amendment to Agreement for Disposal of Solid Waste (collectively the “Burrtec WDA”).

D. The JPA and Contractor now wish to amend certain payments in connection with the delivery of Solid Waste Residue from the Facility to the Salton City Solid Waste Site.

NOW THEREFORE, based on and in consideration of the foregoing recitals, the mutual promises herein and for other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

1. Term. Section 4.01 of the Sublease Agreement shall be amended to provide that the Agreement shall continue until August 9, 2026.
2. Sublease Payment.

Effective as of the date hereof, Section 5.05 (1) of the Sublease Agreement shall be deleted in its entirety and the following shall be substituted in its stead:

- (1) A sum equal to \$7.11 for each ton of solid waste that is delivered to the Facility, regardless of source, for which a Gate Fee is payable under the terms of this Agreement. Commencing July 1, 2021, and each July 1 thereafter, such amounts may be increased by an amount equal to the percentage change in the Consumer Price Index, All items, CPI-U, for the Riverside-San Bernardino-Ontario area (the “CPI”) for the immediately preceding calendar year from January 1 to December 31 and for each subsequent calendar year thereafter.

3. Other Terms and Conditions Unchanged.

Except as expressly amended by this Third Amendment, all other terms and conditions of the Sublease Agreement shall remain unchanged. In the event of any conflict between the terms of this Third Amendment and the terms of the Sublease Agreement, the terms and conditions in this Third Amendment shall prevail and control.

4. Counterparts.

This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

5. Authority.

The persons executing this Third Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Section Amendment on behalf of those parties and that by doing so, the parties hereto are formally bound to the provisions of this Third Amendment.

6. Effective Date.

The Third Amendment shall be effective July 1, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by and through their respective authorized officers, as of the date first above written.

BURRTEC WASTE INDUSTRIES, INC.
A CALIFORNIA CORPORATION

COACHELLA/INDIO WASTE
TRANSFER STATION AUTHORITY

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____