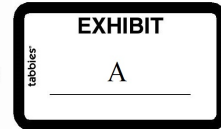


**NINTH AMENDMENT TO LANDFILL REDESIGN,
OPERATION AGREEMENT, AND OPTION**



THIS NINTH AMENDMENT TO LANDFILL REDESIGN, OPERATION AGREEMENT, AND OPTION (the "**Ninth Amendment**") is entered into this 18th day of March, 2024, by and between *WASTE CONNECTIONS OF MISSOURI, INC. F/K/A PROGRESSIVE WASTE SOLUTIONS OF MO, INC.*, a Missouri corporation, (hereinafter the "**Company**"), and the *CITY OF JACKSON, MISSOURI*, a Missouri municipal corporation (hereinafter the "**City**"),
WITNESSETH:

WHEREAS, Allied Waste Industries (Missouri) Inc. and its successor ("Allied") and the City entered into a Landfill Redesign, Operation Agreement, and Option on the 7th day of March, 1994 (the "Agreement"); and

WHEREAS, Allied and the City previously amended the original Agreement by their First, Second, Third, Fourth, Fifth, and Sixth Amendments to the Landfill Redesign, Operation Agreement, and Option dated respectively June 5, 1995; October 21, 1996; October 21, 1999; January 1, 2001; August 5, 2002; and October 5, 2005; and

WHEREAS, Allied subsequently assigned the Agreement to IESI MO Corporation ("IESI"); and

WHEREAS, IESI and the City previously amended the original Agreement by their Seventh Amendment to the Landfill Redesign, Operation Agreement, and Option dated October 15, 2012; and

WHEREAS, IESI and the City previously amended the original Agreement by their Eighth Amendment to the Landfill Redesign, Operation Agreement, and Option dated September 20, 2017; and

WHEREAS, IESI subsequently assigned the Agreement to Progressive Waste Solutions of MO, Inc.; and

WHEREAS, the Landfill was not developed and, therefore, neither party hereto has any obligations or liabilities relating to development or operation of the Landfill;

WHEREAS, the Company exercised two of its options to extend the Initial Term such that the Initial Term was extended to March 7, 2019 and March 7, 2024, respectively. The Company plans to exercise an additional third option to extend the Initial Term to March 7, 2029;

WHEREAS, the parties desire to amend for the ninth time the Landfill Redesign, Operation Agreement, and Option affirming that Company is exercising its third option to extend the Initial Term of this Agreement, by modifying Paragraph 4.2 of said Agreement and substituting an amended paragraph therefor, said amendment being related to the payment Company will charge the City as a gate rate for an operating period commencing on October 20, 2024, and ending October 20, 2029, and amend the original gate rate and substitute therefor an amended figure and term;

WHEREAS, Company and City agree to extend the Initial Term from March 7, 2024 to October 20, 2029 so that the Initial Term and the effective date for the Disposal Rate match; and

WHEREAS, the parties believe it advisable to memorialize their agreement in writing.

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. That the original Landfill Redesign, Operation Agreement, and Option dated March 7, 1994, as amended by a First Amendment dated June 5, 1995; a Second Amendment dated October 21, 1996; a Third Amendment dated October 21, 1999; a Fourth Amendment dated January 1, 2001, a Fifth Amendment dated August 5, 2002; a Sixth Amendment dated October 5, 2005; a

Seventh Amendment dated October 15, 2012; and an Eighth Amendment dated on or about October 21, 2017 is hereby amended in that Paragraph 4.2 is modified as follows:

"4.2 The effective date shall be October 20, 2024. Beginning on the effective date, for all solid waste delivered hereunder at the Transfer Station, the City shall pay the Company \$58.00 per ton (the "Disposal Rate"). It is provided, however, on each successive anniversary of the effective date thereafter the Disposal Rate shall automatically increase by \$1.25 per ton. All rate adjustments within this Agreement are cumulative."

2. The effective date of this Ninth Amendment to Landfill Redesign, Operation Agreement, and Option is the last date signed by the parties. The term of the Agreement shall run to October 20, 2029 unless sooner terminated by the written consent of both parties or by an event of default as set forth in Article 15 of the Landfill Redesign, Operation Agreement, and Option dated March 7, 1994.

3. The Landfill was not developed and neither party to the Agreement has any obligations or liabilities relating to development or operation of the Landfill.

4. That this modification shall be binding on the parties hereto, their successors, heirs, and assigns.

5. That all other terms and conditions of the original Agreement by and between the parties and any amendments thereto shall remain in full force and effect, except as specifically modified hereby.

6. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Ninth Amendment to Landfill Redesign, Operation Agreement, and Option by authority of their respective governing bodies on the dates indicated below.

COMPANY:

WASTE CONNECTIONS OF MISSOURI, INC.
F/K/A PROGRESSIVE WASTE SOLUTIONS
OF MO, INC.

Date Executed: 03/13/2024

By: 
Transfer Manager

CITY:

CITY OF JACKSON, MISSOURI

Date Executed: _____

By: _____
Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk