

FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT

This First Amendment to that certain Exclusive Franchise Agreement (the "First Amendment") is entered into and made effective as of **December 15, 2022** (the "First Amendment Effective Date"), by and between **THE CITY OF JOSHUA, TEXAS**, ("City") and **WASTE CONNECTIONS LONE STAR, INC.** ("Service Provider"). City and Service Provider shall be sometimes referred to collectively as the "Parties."

RECITALS:

WHEREAS, the City and Service Provider entered into that certain Exclusive Franchise Agreement dated December 1, 2019, (collectively, the "Agreement"); and

WHEREAS, the Parties desire to amend, clarify or restate portions the Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Billing. As of the First Amendment Effective Date, Section 16.A of the Agreement shall be deleted in its entirety and replaced with the following:

“On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9 hereto, listed in Exhibit "A", from all Residential Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits (the "Residential Quarterly Statement"). Thereafter, the Contractor will remit to the City an amount equal to (y) the amount collected from all occupied residential structures from such Residential Quarterly Statement, less (z) a franchise fee equal to six percent (6 %) of the Residential Quarterly Statement collected (the "Residential Franchise Fee"). Such remittance shall be made to the City on or before the last day of the month following the previous month· (for the immediately preceding month's service). Along with each monthly remittance, the Service Provider shall provide the City with a report indicating the number and rate of Residential Units which have been billed for that quarter.”

2. Reaffirmation. The Parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment.

3. Entire Agreement. The Agreement and this First Amendment represents the entire agreement among the Parties with respect to the matters that are the subject hereof

4. Counterparts; Facsimile Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this First Amendment between the parties hereto, and it shall not be necessary for the proof of this First Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the First Amendment Effective Date.

WASTE CONNECTIONS LONE STAR, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

By: _____

Name: _____

CITY OF JOSHUA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

By: _____

Name: _____