

CONSENT TO ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BURNET COUNTY, TEXAS**, a Governing Authority ("Landlord"), does hereby consent to the following:

1. Landlord hereby consents to the assignment (the "Assignment") by **BFI TRANSFER SYSTEMS OF TEXAS, LP**, a Delaware limited partnership ("Assignor") of its right, title and interest in, to and under that certain Lease dated January 18, 2014, as amended by Addendum to Lease Dated January 28, 2014, dated March 24, 2015 (collectively, the "Lease") for the premises described therein and located at 2411 FM 963, Burnet, Texas (the "Premises"), to **WASTE MANAGEMENT OF TEXAS, INC.**, a Texas corporation ("Assignee") and the corresponding acceptance thereof by Assignee and assumption by Assignee of Assignor's covenants, agreements, provisions, terms, conditions and obligations under the Lease, subject to the covenants, agreements, terms and conditions set forth herein.

2. Nothing contained herein or in the Assignment modifies, waives, impairs or affects any of the terms or conditions of the Lease.

3. Landlord represents and warrants that: (i) the Lease is in full force and effect and has not been amended (except as may be otherwise provided herein); (ii) the Lease is the legal, valid and binding obligation of Landlord, enforceable in accordance with its terms; (iii) to the best of Landlord's knowledge, there are no defaults under the Lease, nor claims against Assignor, nor any state of facts which, with the giving of notice, the passage of time, or both, might constitute a default on the part of either Assignor or Landlord under the Lease; (iv) the information set forth on Exhibit "A" attached hereto is true and correct; and (v) the person executing this Consent To Assignment on behalf of Landlord is fully authorized to execute it.

4. The notice address for the Tenant referenced in the Lease shall be modified as follows:

Tenant: Waste Management of Texas, Inc.
 1001 Fannin St., Suite 4000
 Houston, TX 77002
 Attn: General Counsel

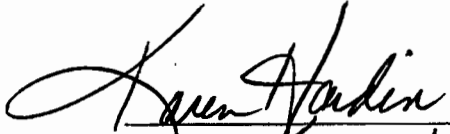
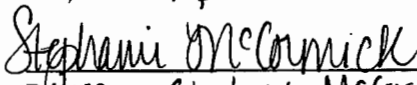
With a copy to: Waste Management
 9708 Giles Road
 Austin, TX 78754
 Attn: Senior Legal Counsel

5. The address of Landlord for notices and payment of rent under the Lease is as follows:

Landlord: Burnet County, Texas
220 S. Pierce
Burnet, TX 78611

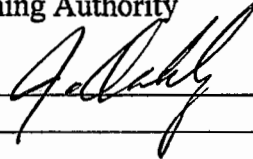
9th IN WITNESS WHEREOF, Landlord has duly executed this Consent to Assignment this
day of October, 2018.

Witnesses:


Print Name: Karen Hardin

Print Name: Stephanie McCormick

LANDLORD:

BURNET COUNTY, TEXAS,
a Governing Authority

By: 
Name: _____
Title: _____

Reviewed By: _____
Burnet County Attorney
Date: 10/3/18

EXHIBIT "A-1"

COPY OF LEASE

LEASE

THIS LEASE (the "Lease"), made this 18 day of June, 2014 (the "Effective Date") by and between BURNET COUNTY, TEXAS, a Governing Authority, having its office at 220 S. Pierce, Burnet, Texas 78611 ("Landlord"), and BFI TRANSFER SYSTEMS OF TEXAS, LP, a Delaware limited partnership, as successor in interest to BROWNING-FERRIS, INC., a Delaware corporation, having an office at 3424 FM 973, Del Valle, Texas 78617 ("Tenant");

WITNESSETH:

SECTION 1 - PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain tract, piece or parcel of land, consisting of approximately 4 acres, together with a building of approximately 6,100 square feet, having an address of 2411 FM 963, City of Burnet, Burnet County, Texas, more particularly described in Annex "A", attached hereto and made a part hereof, together with any and all improvements, appurtenances and rights, privileges and easements benefiting, belonging or pertaining thereto, and any right, title and interest of Landlord in and to any land lying in the bed of any street, road or highway (open or proposed) to the center line thereof, in front of or adjoining said tract, piece or parcel of land, and together with any strips and gores relating to said tract, piece or parcel of land (the "Premises"). Landlord also grants Tenant, its customers, guests, invitees, employees, and licensees the exclusive right to use the parking areas, driveways, roads, alleys and means of ingress and egress.

SECTION 2 - USE OF PREMISES

The Premises may be used for the operation of a transfer station ("Transfer Station") for the receipt, handling and transfer of non-hazardous waste permitted to be handled thereat ("Permitted Waste") and for all related activities necessary and incidental thereto, including but not limited to, processing and recycling and the parking, maintenance and garaging of vehicles; provided, that Tenant shall receive and handle at the Transfer Station all Permitted Waste delivered by individuals and businesses in Burnet and surrounding counties, on a first come first served basis. Notwithstanding any provision of this Lease to the contrary:

- A. Tenant shall have sole discretion to control and direct its waste collection, processing or recovery operations and practices in any manner, including handling or disposal of such waste at such site or sites other than the Transfer Station as Tenant may choose or delivery of Permitted Waste from the Transfer Station to such site or sites as Tenant may choose; and
- B. So long as Tenant predicates its decisions and actions upon good faith business reasons, and subject to the other terms and conditions of this Lease, Tenant shall have discretion to establish the fees within guidelines established in Section 4 B. and 4 C. below, deductions, discounts, credits or allowances at the Transfer Station, to curtail or suspend operations at the Transfer Station, or to decline to expend any funds or take or fail to take any other action in connection with its operation of the Transfer Station.

EXHIBIT "A"

LEASE INFORMATION

1. The term of the Lease commenced on January 28, 2014, and expires on January 27, 2029 (unless terminated earlier by Tenant pursuant to the Lease or otherwise pursuant to the express terms of the Lease).
2. Tenant has the option to extend the term of the Lease for one additional period of 5 years.
3. As of Jan, 2018, Tenant pays Landlord Rent in the amount of \$ 31,524.00 per year, in equal monthly installments of \$ 2627.00 per month. Tenant also pays Landlord a Tipping Fee in the amount of \$ 27.79 per cubic yard, and \$, 50.00 as a Host Fee.
4. Landlord is holding a security deposit on behalf of Tenant in the amount of: NONE.
5. The complete copy of the Lease together with any and all amendments thereto is attached hereto as Exhibit "A-1".

SECTION 3 - TERM

The initial term of this Lease shall commence upon execution hereof and shall extend for a period of 15 years. Thereafter, Tenant, at its option, may extend the term of this Lease for one additional 5 year period by giving written notice to the Landlord not less than one year prior to the end of the initial term.

SECTION 4 - RENT; USER TIPPING FEES

- A. Tenant covenants and agrees to pay to Landlord a monthly rental of \$2,627.00, adjusted as set forth below, (the "Rent") beginning as of the Effective Date, and shall be payable monthly in advance on or before the 10th day of each month thereafter, until expiration of the Lease. Rent shall be adjusted as of each Rate Modification Date (as defined in Paragraph C. below) in the same percentage as the tipping fee which may be charged by Tenant is adjusted in accordance with Paragraph C. below. Rent shall be payable to the Landlord at the address set forth above.
- B. 1. Tenant agrees to charge individuals and businesses delivering Permitted Waste generated in Burnet County to the Transfer Station, a tipping fee of not more than \$27.79 per cubic yard (the "Tipping Fee"), adjusted as set forth in Paragraph C. below. Tenant shall charge small, individual pickup loads an amount relative to the size of the load. Tenant shall retain all Tipping Fees received for use of the Transfer Station except taxes and fees required to be remitted to federal or state authorities and except for the host benefit fee set forth below. Tenant shall pay Landlord a host benefit fee of \$0.50 for each cubic yard of Permitted Waste generated in counties adjoining Burnet County and delivered to the Transfer Station (the "Host Fee"). The Host Fee may be charged to deliverers or generators of such Permitted Waste. The Host Fee shall be payable to Landlord monthly in arrears on or before the 10th date of each month at the Landlord's address set forth above. Landlord agrees that, except for the Host Fee set forth above, it will not levy or assess any tax, fee or other charge on Tenant with respect to the Premises or the Transfer Station, including, without limitation, ad valorem taxes. Landlord further agrees that it will not pass any ordinance or law or otherwise impose on Tenant any requirement with respect to the operations of the Transfer Station more onerous or restrictive than that required by applicable State law and regulation.
- C. 1. The Tipping Fee which may be charged by Tenant shall be adjusted upward or downward on an annual basis to reflect changes in the cost of operations, as reflected by (a) fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) for the average of Dallas-Ft. Worth and Houston-Galveston-Brazoria, and the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category "Gasoline", both as published by the U.S. Department of Labor, Bureau of Labor Statistics and (b) fluctuations in the average of the posted gate rates at the following Austin area landfills: Waste Management, Texas Disposal Services, BFI Sunset Farms and Williamson County Landfill and by any competing Type 1 landfills in Travis County and

adjoining counties to Travis County ("Austin Average Gate Rate"). On the first anniversary of the Effective Date, and every twelve months thereafter (the "Rate Modification Date"), the Tipping Fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount equal to (i) the net percentage change of All Items Index plus 10% of the net percentage change of the Gasoline Index since the month immediately prior to the Operation Commencement Date ("Base Month") and (ii) and the net percentage change in the Austin Average Gate Rate since the Base Month. All percentage changes under (i) and (ii) above are to be computed as the difference between the Index value and Austin Average Gate Rate (as applicable) for the Base Month and the Index value and the Austin Average Gate Rate (as applicable) for the month prior to the Rate Modification Date divided by the Index value and Austin Average Gate Rate (as applicable) for the Base Month.

2. Before or soon as possible after a Rate Modification Date, Tenant shall send to Landlord a comparative statement setting out for both the All Items Index and the Gasoline Index and the Austin Average Gate Rate:

- a. the index value and Austin Average Gate Rate for the Month prior to the Rate Modification Date;
- b. the index value and Austin Average Gate Rate on the Rate Modification Date preceding the date of the statement;
- c. the net percentage change in the index value and the increase or decrease in the Austin Average Gate Rate;
- d. the composite percentage index change equal to 100% of the net percentage change in the All Items Index plus 10% of the net percentage change in the Gasoline Index; and
- e. the increase or decrease in the Tipping Fees which may be charged by Tenant.

3. The Tipping Fees which may be charged by Tenant shall also be increased or decreased, as the case may be, from time to time, to recover any tax, fee, levy or charge imposed by any governmental or regulatory authority on or with respect to operation of the Transfer Station or waste received at the Transfer Station, including, without limitation, sales taxes or surcharges for pollution control (but excluding income and property taxes).

4. The Tipping Fees which may be charged by Tenant may also be increased or decreased at any time, at Tenant's option, upon 30 days' notice to the Landlord, on the basis of changes in laws, ordinances, or regulations which affect operation of the Transfer Station or disposal of waste transferred therefrom.

SECTION 5 - TRANSFER STATION AUTHORIZATIONS

The obligations of Tenant under this Lease are conditioned upon Tenant's receipt of all federal, state and local consents, permits, approvals and authorizations in a form satisfactory to Tenant ("Transfer Station Authorization(s)") allowing Tenant to develop and operate the Transfer Station.

Landlord shall fully cooperate with Tenant in such effort.

SECTION 6 - TAXES AND UTILITY EXPENSES

Landlord shall, during the term of this Lease, pay and discharge punctually, as and when the same shall become due and payable, all taxes, special and general assessments, and other governmental impositions and charges of every kind or nature whatsoever, extra-ordinary as well as ordinary, and each and every installment thereof, which shall or may, during the term of this Lease, be charged, levied, laid, assessed, imposed, become due and payable, with respect to, the Premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county, town and city governments, and of all other governmental authorities whatsoever ("Taxes"). Tenant shall pay, as additional rent, any increase in Taxes, which result directly from an improvement constructed on the Premises by Tenant. All other increases in Taxes shall be borne by Landlord. Tenant shall pay, as additional rent, all sewer rents and charges for water, steam, heat, gas, hot water, electricity, light and power, and other utility services furnished to the Premises during the term of this Lease, so long as Tenant requests utility services.

SECTION 7 - IMPROVEMENTS, REPAIRS, ADDITIONS REPLACEMENTS

- A. Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Premises, at any time and from time to time, without the consent of Landlord, such buildings, parking areas, driveways, walks and other similar and dissimilar improvements as Tenant shall from time to time determine, provided that the same shall be in compliance with all then applicable building codes and ordinances.
- B. Tenant shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain, or cause to be kept and maintained, in good repair and condition (ordinary wear and tear excepted), all buildings and improvements at any time erected on the Premises. Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Premises during the term of this Lease.
- C. Tenant may, at its option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Premises, and the buildings and improvements thereon, as it may deem desirable, including the demolition of any building(s) and improvement(s) and/or structure(s) that now or hereafter may be situated or erected on the Premises.
- D. Until the expiration or earlier termination of this Lease, title to any building or building, or improvements situated or erected on the Premises, and the equipment and other items installed thereon and any alteration, change or addition thereto, shall remain solely in Tenant, and Tenant alone shall be entitled to deduct all depreciation on Tenant's income tax returns for any such building or buildings, equipment and/or other items, improvements, additions, changes or alterations.

- E. Upon expiration or earlier termination of this Lease, however brought about except pursuant to Section 17 herein, Tenant shall quit and surrender the Premises, and the buildings and permanent improvements thereon may be removed within a reasonable period of time after such termination at the option of Tenant, provided that any damage caused by reason of removal shall be repaired at the expense of Tenant. All remaining municipal waste shall be removed by Tenant prior to surrender of the Premises. Any buildings and permanent improvements remaining on the Premises after a reasonable period following the expiration of the term of this Lease (not to exceed 3 months), shall be deemed abandoned by Tenant and shall become the property of the Landlord.
- F. All fixtures installed by the Tenant on the Premises, including, but not limited to, refrigeration machines and machinery and the controls, piping, coils and conduits appurtenant thereto, air conditioning and air circulating machinery, shall be and remain the property of the Tenant, and may be removed by it at any time during the term of this Lease or during a reasonable period following the expiration of the Lease (not to exceed 3 months). Any such fixtures remaining on the Premises after the expiration of the term of this Lease shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

SECTION 8 - REQUIREMENTS OF PUBLIC AUTHORITY AND INDEMNITY

- A. During the term of the Lease, Tenant shall, at its own cost and expense, observe and comply with all applicable laws, ordinances, requirements, orders, directives, rules and regulations of federal, state and local authorities and of all other governmental authorities, with respect to Tenant's specific use of the Premises, whether the same are in force on the Effective Date or may in the future be enacted or adopted.
- B. Tenant shall have the right to contest, by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant or Landlord (if legally required) or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, requirement, order, directive, rule or regulation of the nature referred to in Section 8A, and if by the terms of any such law, ordinance, requirement, order, directive, rule or regulation, compliance therewith may legally be delayed, pending the prosecution of any such proceeding, Tenant may delay compliance therewith until the final determination of such proceeding.
- C. Landlord agrees to execute and deliver any appropriate documents which may be necessary or proper to permit Tenant to contest the validity or application of any such law, ordinance, requirement, order, directive, rule or regulation, and to fully cooperate with Tenant in such contest.
- D. Tenant shall indemnify and hold Landlord harmless from any liability, damage or expense, including, but not limited to, expenses of investigation and reasonable attorney's fees, to which Landlord may become subject to the extent resulting from:
 - 1. any violation or alleged violation of any law or regulation by Tenant during the term hereof,

2. Tenant's use of the Premises or of activities conducted thereon by Tenant, its agents or employees, with or without Tenant's knowledge or permission, or

3. the negligence of willful misconduct of Tenant, its agents or employees.

Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, proceedings, actions, demands suits, obligation, liabilities, losses, assessments, damages (including punitive damages and fines), expenses (including, without limitation, reasonable attorneys' and expert witness fees, costs of study or investigations and court costs) and any interim or final judicial or administrative decree, judgment, injunction, mandate, cease and desist order, abatement order, compliance order, consent order, clean-up order or exhumation order or PRP notification and any claim, suit, demand or action for any personal injury, medical surveillance, property devaluation or other toxic tort arising out of the development, use, operation, closure or post-closure activity of the Premises by Tenant, including, without limitation, (a) any release or threatened release of any materials, pollutants, heat; smoke, fire, odors, or fumes into the environment (including air, surface water and groundwater and land) after the Effective Date hereof (the term "release" as used herein means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the ambient environment), and (b) any claim, demand, action, suit or proceeding brought or arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or similar state law, except to the extent existing on the Premises prior to Tenant's occupancy thereof of caused or brought about by the negligent or wrongful acts or omission of the Landlord.

This indemnity shall survive the termination of this Lease.

SECTION 9 - COVENANT AGAINST LIENS

If, because of any actor omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within a reasonable period of time after written notice from Landlord to Tenant of the filing thereof.

SECTION 10 - TESTING OF PREMISES

From and after the date hereof, Tenant, at its sole expense, shall be authorized to enter the Premises for the purpose of conducting surveys and surface and subsurface tests to determine the suitability of the Premises for the operation of the Transfer Station.

SECTION 11 - SIGNS

Tenant shall have the right to install, maintain and replace in, on, over, or in front of the Premises, or in any part thereof, such signs and advertising matter as Tenant may desire; provided, however, that such signs shall relate only to the use of the Premises by Tenant and shall not make reference to

Landlord. Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction, and shall obtain any necessary permits for such purposes. As used in this Section 11, the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether the same be temporary or permanent.

SECTION 12 - INSURANCE

- A. Tenant shall provide at its expense, and keep in force during the term of this Lease, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of Texas, selected by Tenant and approved by Landlord, in the amount of at least \$2,000,000, combined single limit with respect to injury or death to persons or damages to property. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the term of this Lease, and thereafter written notice of cancellation of such coverage shall be given to Landlord not less than 10 days prior to the expiration of any such policy.
- B. As an alternative to the above, Tenant may provide for the public liability and property damage insurance coverage requirements set forth in Section 12A under a plan of self-insurance approved by the Landlord
- C. During the term of this Lease, Tenant shall keep all buildings and improvements, (surface and subsurface) erected by Tenant on the Premises at any time insured for the benefit of Tenant against loss or damage by fire and customary extended coverage. All such policies or certificates thereof shall be held by the Tenant. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to Tenant. If any such proceeds are paid to Tenant, Tenant shall be entitled to receive the full amount thereof, and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant, in order to obtain the largest possible recovery, and execute any and all consents and other instruments and to take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided, and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder, if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

SECTION 13 - EMINENT DOMAIN

- A. If the whole of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or purchase) of the Premises, pursuant to which more than 25% of the Premises is so taken (or so purchased), then Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to Landlord on or prior to 90 days following the date on which Tenant receives written notice of such taking (or purchase), and upon giving of such notice of termination, the term of this lease

shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this Lease. In the event the Lease shall terminate or shall be terminated, the Rent shall, if and when necessary, be adjusted to the day of taking (or purchase), and neither party shall have any further rights or liabilities hereunder. Tenant shall be obligated to pay the Rent for the period of time that the Tenant actually occupied the Premises.

- B. Both Landlord and Tenant shall have the right to assert a separate claim in the condemnation proceedings, as their interests may appear. Landlord shall have the right to assert a claim for, but not be limited to, the loss of the property and the rental thereof; Tenant shall have the right to assert a claim for, but not be limited to, the loss of the use of the property, together with a claim for lost profits, moving expenses, and any personal property or improvements erected on the property by Tenant. Tenant and Landlord shall each bear their own cost and expense of prosecuting their separate claims. Any award made to either the Tenant or the Landlord shall belong entirely to the Tenant or Landlord, respectively.
- C. If there be a partial taking, and the Tenant shall not have elected to terminate this Lease, then in that event, the Rent provided for in Section 4 shall abate in proportion to the percentage of the taking.

SECTION 14 - UTILITY EASEMENTS

Tenant shall have the right to enter into reasonable agreements with utility companies creating temporary easements in favor of such companies as are required in order to service the Premises, and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions in order to effectuate the same, all at Tenant's cost and expense.

SECTION 15 - EXECUTION OF DOCUMENTS BY LANDLORD

Landlord represents and warrants that it shall execute, acknowledge and deliver any instrument or instruments required of Landlord to effectuate the provisions of this Lease.

SECTION 16 - QUIET ENJOYMENT AND LANDLORD'S REPRESENTATIONS, WARRANTIES AND INDEMNITY

- A. Tenant, upon paying the Rent and additional rent (if any) and all other sums and charges to be paid by it as herein provided, including taxes on all structural improvements, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease.
- B. Landlord makes the following representations and warranties to Tenant, all of which shall survive termination of this Lease:
 - 1. Landlord has fee simple title to the Premises and the power and authority to execute

and deliver this Lease and carry out and perform all covenants to be performed by it hereunder.

2. The Premises are free from all mortgages, encumbrances, liens, defects in title, violations of law, leases, tenancies, easements, restrictions and agreements of any kind whatsoever affecting the Premises.

3. At the time of the commencement of site preparations and improvement, sole and undisturbed physical possession of the entire Premises will be delivered to Tenant, free and clear of all encumbrances, liens, defects in title, violations of law, leases, tenancies, easements, restrictions and agreements, except as set forth above.

4. Tenant has, and at all times during the term of this Lease, Landlord shall, at its expense, do all things necessary to allow Tenant to have lawful, unobstructed and adequate means of ingress and egress to the Premises from all abutting public (or if none, the nearest) streets, roads and highways.

5. Landlord does not know of any Transfer Station Authorizations, including, without limitation, in regard to stormwater run-off, discharges to the surface or groundwater, air emissions or other releases or potential releases of any pollutants or contaminants into the environment.

6. Landlord has delivered to Tenant all engineering, geologic, and other reports and maps, if any, relating to the Premises.

7. Landlord has not received notice of any default or breach, and there is no default or breach, under any mortgage, covenant, condition, restriction, right-of-way, or easement affecting the Premises. No event has occurred and is continuing which with notice and/or the passage of time would constitute a default or breach under any of the foregoing.

8. Landlord has not received notice of, and to the best of Landlord's knowledge, there are no violations of, any governmental rules, regulations or orders with regard to use or condition of the Premises.

9. No solid or liquid wastes of any kind or character have ever been deposited or disposed of on or in the Premises; no chemicals or other hazardous substances are now or ever have been stored or maintained on or in the Premises; and no underground storage tanks have ever been placed on or in the Premises.

10. At Tenant's request, and if applicable, Landlord shall execute (or execute a letter authorizing Tenant to execute) any application for zoning, special or conditional use permits, variances, site assignments and other land use approvals necessary or advisable in connection with Tenant's contemplated use of the Premises. Further, at Tenant's request, Landlord shall agree to dedicate rights-of-way and/or easements over and across the Premises as may be required or advisable in connection with any application for Transfer Station Authorizations.

11. The representations and warranties contained in this Agreement, the exhibits hereto and all other documents and information furnished to Tenant and its representatives pursuant hereto do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made and to be made not misleading.

C. Landlord shall indemnify and hold Tenant harmless from any liability, damage or expense, including, but not limited to, expenses of investigation and reasonable attorney's fees, to which Tenant may become subject as a result of:

1. any violation or alleged violation of any law or regulation by Landlord, whether arising before, during or after the term hereof,
2. any use of the Premises or of activities conducted thereon by Landlord or its agents or employees, with or without Landlord's knowledge or permission,
3. the negligence or willful misconduct of Landlord, its agents or employees, or
4. any misrepresentation or breach of warranty or covenant in this Lease by Landlord, its agents or employees.

Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims, proceedings, actions, demands, suits, obligations, liabilities, losses, assessments, damages (including punitive damages and fines), expenses (including, without limitation, reasonable attorneys' and expert witness fees, costs of study or investigations and court costs) and any interim or final judicial or administrative decree, judgment, injunction, mandate, cease and desist order, abatement order, compliance order, consent order, clean-up order or exhumation order or PRP notification and any claim, suit, demand or action for any personal injury, medical surveillance, property devaluation or other toxic tort arising out of the development, use, operation, closure or post-closure activity regarding the Burnet County Landfill, located near or adjacent to the Premises, including, without limitation, (a) any release or threatened release of any materials, pollutants, heat, smoke, fire, odors, or fumes into the environment (including air, surface water and groundwater and land), whether such release arose or arising before, during or after the date hereof (the term "release" as used herein means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the ambient environment), and (b) any claim, demand, action, suit or proceeding brought or arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or similar state law, except to the extent caused or brought about by the negligent or wrongful acts or omission of the Tenant.

This indemnity shall survive the termination of this Lease.

D. If Landlord shall be in default under this Section 16, Tenant, in addition to any and all remedies it may have in law and/or equity, may terminate this Lease upon written notice to the Landlord.

SECTION 17 - DEFAULTS

A. In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided:

1. The occurrence of any event set forth in Section 18 hereof, without the curing of same as therein provided;

2. Tenant's failure to pay any Rent when the same shall be due and payable and the continuance of such failure for a period of 10 days after receipt by Tenant of notice in writing from Landlord;

3. Tenant's failure to materially perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed, and the continuance of such failure without the curing of same for a period of 60 days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure, and provided Tenant shall not cure such failure as provided in Paragraph "B" of this Section 17,

then Landlord may, at its option, give Tenant a notice of election to end the term of this Lease upon a date specified in such notice, which date shall be not less than 10 business days (Saturdays, Sundays and legal holidays excluded) after the receipt by Tenant of such notice from Landlord, and upon the date specified in said notice, the term and estate hereby vested in Tenant shall cease and any and all right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided. The curing of any default(s) within the above time limits by any of the aforesaid parties or combination thereof, shall constitute a curing of any default(s) hereunder with like effect as if Tenant had cured same hereunder.

B. In the event that Landlord gives notice of a default of such nature that it cannot be cured within such period as set forth above, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default shall be deemed to be continuing and not cured if and so long as Tenant shall be proceeding to cure the same in good faith or be delayed in, or prevented from, curing the same by the occurrence of any event specified in Section 21 hereof.

C. Notwithstanding anything to the contrary contained in this Section 17, in the event that any default(s) of the Tenant shall be cured in any manner, such default(s) shall be deemed not to have occurred, and Tenant's rights hereunder shall continue unaffected by such default(s).

D. Upon any termination of the term of this Lease pursuant to Paragraph "A" of this Section 17, or at any time thereafter, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, re-enter the Premises and

recover possession thereof and dispossess any or all occupants of the Premises in the manner prescribed by the statute relating to summary proceedings, or similar statutes.

- E. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings:
1. Landlord shall use its best efforts to mitigate all damages and relet the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term equal to or exceeding the period which would otherwise have constituted the balance of the term of this Lease, provided, Landlord shall not grant unreasonable concessions or free rent.
- F. If Tenant fails to cure as set forth hereinabove, then Landlord may, at its option, pursue any one or more of the following remedies:
1. Landlord may terminate the lease, in which event Tenant shall immediately surrender the premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy that it may have for possession of arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the premises or any part of them.
 2. Landlord may enter upon and take possession of the premises and expel or remove Tenant and any other person who may be occupying the premises or any part of them, relet the premises on such terms as Landlord deems advisable, and receive the rent for the reletting.
 3. Landlord may enter upon the premises, and do whatever Tenant is obligated to do under the terms of this lease to correct the default.

SECTION 18 - BANKRUPTCY AND INSOLVENCY

If, after the commencement of the term of this Lease:

- A. The Tenant shall be adjudicated a bankrupt or adjudged to be insolvent;
- B. A receiver or trustee shall be appointed for the Tenant's property and affairs;
- C. The Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or
- D. Any execution or attachment shall be issued against the Tenant, whereby the Premises or any building or buildings or any improvements thereon shall be taken or occupied, or attempted to be taken or occupied, by someone other than the Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within one hundred twenty (120) days after the issuance of the same,

Then a default hereunder shall be deemed to have occurred so that the provisions of Section 17 hereof shall become effective and Landlord shall have the rights and remedies provided for therein.

Notwithstanding anything to the contrary hereinabove contained, hereinabove, upon the occurrence of a default pursuant to this Section 18, if Rent due and payable hereunder shall continue to be paid and the other covenants, conditions and agreements of this Lease on Tenant's part to be kept and performed shall continue to be kept and performed, no event of default shall have been deemed to have occurred and the provisions of Section 18 hereof shall not become effective.

SECTION 19 - WAIVERS

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, or any breach of any provisions of this Lease, shall be deemed a waiver or a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provisions.

SECTION 20 - MAINTENANCE OF TITLE

Landlord shall pay off, satisfy and discharge, as each becomes due, all mortgages, encumbrances or liens whatsoever which may exist or be payable for, on or against the Premises during the term of this Lease; and upon Landlord's default, Tenant, at Tenant's option, but without any duty to do so, may satisfy or discharge any such mortgages, encumbrances or liens and thereupon be subrogated to the rights and remedies of the holder thereof, have a lien against the Premises therefor and in addition thereto may retain and apply the rents accruing hereunder toward satisfying same or toward reimbursing Tenant. If all such amounts which have been paid by Tenant have not been duly reimbursed at the expiration of the term of the Lease or any extension thereof, Tenant may, at its option, extend this Lease on the same covenants and conditions as herein provided, from month to month, until such time as such amounts paid by Tenant are fully reimbursed by application of all rents thereto. Landlord shall use Landlord's best efforts to obtain and to furnish to Tenant, within thirty (30) days from the date of this Lease, recognition certificates, executed and delivered to Tenant by the lienholders under all such mortgages, encumbrances and liens set forth on Annex "B" to the effect that such lienholder agrees that, in the event of default under such lienholder's mortgages, encumbrances and liens, such lienholder shall give written notice thereof to Tenant, and that prior to any, acceleration of maturity or any foreclosure action under the affected mortgage, encumbrance or lien by reason of such default, Tenant, at Tenant's option, shall have a period of ten (10) days from the date of such notice to Tenant within which to cure or remove such default, so long as this Lease remains in force and effect.

SECTION 21 - FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed in, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to

procure materials, failure of power, restrictive governmental laws or regulations (whether valid or invalid), judicial or administrative orders, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

Where Tenant is delayed in or prevented from operating the Transfer Station, or any portion thereof, due to the foregoing reasons, Rent (prorated as to any affected portion of the Transfer Station) shall be suspended for the period of the delay in or prevention of operation.

SECTION 22 - NOTICES

- A. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at its address hereinabove first mentioned, or such other address as either party may designate by notice given pursuant to this Section 23.
- B. With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analysis and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based.

SECTION 23 - GOVERNING LAW

This Lease, and the performance hereof, shall be governed, interpreted, construed and regulated by the laws of the State of Texas.

SECTION 24 - PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 25 - SHORT FORM LEASE

The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in record-able form, which will constitute a short form of this Lease, setting forth a

description of the Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.

SECTION 26 - INTERPRETATION

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

SECTION 27 - ASSIGNMENT

Tenant shall have the right to assign, sublet or otherwise transfer its interest in this Lease and its rights hereunder to any entity or person with Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may assign, sublet or otherwise transfer its interest in this Lease, without Landlord's consent, written or otherwise, to any (i) parent, subsidiary or affiliate of Tenant, or to a corporation or other business entity with which Tenant may merge, amalgamate or consolidate, or (ii) entity in which the Premises is intended to be leased back by such entity to Tenant, or any parent, subsidiary or affiliate of Tenant, or to a corporation or other business entity with which Tenant may merge, amalgamate or consolidate. This Lease contains no provision restricting, purporting to restrict or referring in any manner to a change in control or change in shareholders, directors, management or organization of Tenant, or any subsidiary, affiliate or parent of Tenant or, or to the issuance, sale, purchase, public offering, disposition or recapitalization of the capital stock of Tenant, or any subsidiary, affiliate or parent of Tenant.

SECTION 28 - ENTIRE AGREEMENT

No oral statement or prior written matter shall have any force or effect. Tenant and Landlord agree that they are not relying on any representations or agreements, other than those contained in this Lease and the attached Annexes hereto, which are made a part hereof. This Lease shall not be modified, except by a writing subscribed by all parties.

SECTION 29 - WAIVER OF LANDLORD'S LIEN

Landlord hereby waives any statutory or common law rights it may have granting Landlord a lien or the right to foreclose on any property of Tenant, including without limitation, any of Tenant's personal property and/or the tenant improvements installed in the Premises by Tenant.

SECTION 30 - TERMINATION OF PRIOR LEASE

As of the Effective Date, that certain Lease dated March 10, 1994 (as amended) between the parties is terminated and of no further force or effect.

SECTION 31 - RIGHT OF FIRST REFUSAL

If during the term of this Lease, Landlord shall have received a bona fide arm's length offer to purchase the Premises which is acceptable to Landlord (the "**Offer**") from any third party (the "**Transferee**"), Landlord shall send a notice (herein referred to as the "**Transfer Notice**") to Tenant. The Transfer Notice shall set forth the exact terms of the Offer so received, together with a copy of the Offer, and shall state the desire of Landlord to sell the Premises on such terms and conditions. Thereafter, Tenant shall have the right and option to purchase the Premises at the price and upon the terms and conditions specified in the Offer.

If Tenant desires to exercise its option, it shall give notice (the "**Counter Notice**") to that effect to Landlord within 20 days after receipt of the Transfer Notice. Such Counter Notice shall be accompanied by a letter acknowledging Tenant's agreement to be bound by the terms and conditions of the Offer. Such Counter Notice shall set forth a date not later than 60 days from the service of the Counter Notice on which the closing shall be held. The Tenant's failure to give a timely Counter Notice (or notice of its refusal to purchase) shall be deemed a waiver of its option to purchase the Premises pursuant to the Offer, but shall not be deemed a waiver of its option to purchase the Premises pursuant to any modification to the Offer or any future offers. Tenant's rights under this Section 31 are assignable to any person or entity which is or would be a permitted assignee pursuant to Section 27 hereof.

SECTION 32 - COUNTERPARTS

This Lease may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. A signature received by electronic mail in "portable document format" (".pdf") form of any party shall be considered to have the same binding legal effect as an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

WITNESS:

BFI TRANSFER SYSTEMS OF TEXAS, LP, a
Delaware limited partnership

By: Allied Waste Landfill Holdings,
Inc., a Delaware corporation, its general
partner

By: _____
Name: _____
Title: _____

WITNESS:

Janet Parker

BURNET COUNTY, TEXAS

By: *DKlaeger*
Name: *DONNA KHEGER*
Title: *Burnet Co Judge*

ANNEX "A"

Premises

[See attached]



THE COUNTY OF BURNET
BURNET, TEXAS 78611

March 25, 2015

Keith Conrad
BFI
2101 Commerce St.
Marble Falls, TX 78654

Dear Keith:

Enclosed you will find two original copies of the addendum to the lease dated January 2014. Please return one signed original copy to me at the following address:

Burnet County Auditor
220 S. Pierce St.
Burnet, Texas 78611
Attn: Jolene Mock

Thank you very much.

Sincerely,

A handwritten signature in cursive script that reads "Jolene Mock".

Jolene Mock
Asst. Purchasing Agent
Burnet County Auditor
(512)-715-5295

ADDENDUM TO LEASE DATED JANUARY 28, 2014

This Addendum (the "Addendum") to the Lease is entered into as of the 24th day of March 2015, by and between Burnet County, Texas ("Landlord") and BFI Transfer Systems of Texas, LP ("Tenant") (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Parties entered into a Lease on January 28, 2014 (hereinafter the "Lease"), wherein the Landlord has leased to Tenant certain premises as set forth in the Lease;

AND WHEREAS, the Parties desire to amend the Lease to carry out a correction in Section 4(B)(1) of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Except as specifically provided in this Addendum, each and every provision of the Lease, as amended through the date hereof, remains, and is, in all respects, in full force and effect.
2. Section 4 B.1., Page 2: The words "\$27.79" are hereby replaced with the words "\$29.79" in second line of this section.

The Parties agree that the above change is effective from the effective date of Lease.

IN WITNESS WHEREOF, the Parties hereto have signed these presents for the purposes herein contained the day and year stated below:

BFI Transfer Systems of Texas, LP
a Delaware limited partnership

Burnet County, Texas

By: Dane Power

Name: Dane Power

Title: Division Manager

By: James Oakley

Name: JAMES OAKLEY

Title: 3/25/15