

**AMENDMENT TO
CONSENT TO ASSIGNMENT**

THIS AMENDMENT TO CONSENT TO ASSIGNMENT (this "Amendment") is entered into as of the 1st day of January, 2019 by and between Waste Management of Texas, Inc. ("Assignee") and Burnet County, Texas ("Landlord"). Unless defined elsewhere herein, capitalized terms used herein are defined in the Consent to Assignment (as defined below).

RECITALS:

A. Landlord executed a Consent to Assignment dated October 9, 2018 (the "Consent to Assignment"), pursuant to which Landlord consented to the assignment of the Lease to Assignee by BFI Transfer Systems of Texas, LP.

B. The parties desire to correct an error in the Consent to Assignment as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Exhibit "A"**. Section 3 contained inadvertent errors and is hereby superseded and replaced with the following language:

"As of January 2018, Tenant pays Landlord Rent in the amount of \$~~31,623~~⁸⁸ per year, in equal monthly installments of \$~~3,301.91~~ per month. Tenant also pays Landlord \$0.50 per cubic yard of waste received as a Host Fee."

2. **General.**

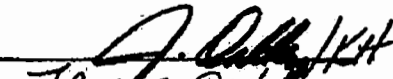
(a) **Effect on Consent to Assignment.** Except as expressly amended hereby, the Consent to Assignment shall be and remain in full force and effect. The correction reflected in this Amendment shall date back to the effective date of the Consent to Assignment.

(b) **Counterparts.** This Amendment may be executed and delivered in two counterparts, each of which shall be deemed an original. Counterparts may be delivered via facsimile, electronic mail (including in ".pdf" format) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes hereunder.

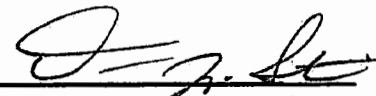
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

BURNET COUNTY, TEXAS,
A Governing Authority

By: 
Name: James Oakley
Its: County Judge
Date: 3/4/2019

WASTE MANAGEMENT OF TEXAS, INC.

By: 
Name: Donal J. Smith
Its: PRESIDENT
Date: 3/15/19

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is entered into as of the 6th day of Feb, 2019 by and between Waste Management of Texas, Inc. ("Tenant") and Burnet County, Texas ("Landlord"). Unless defined elsewhere herein, capitalized terms used herein are defined in the Lease (as defined below).

RECITALS:

A. Landlord entered into a Lease on January 28, 2014, which was amended on March 24, 2015, and to which the County agreed to assign to Waste Management of Texas, Inc. on October 9, 2018 (the "Consent to Assignment") related to property located at 2411 FM 963, Burnet, Texas.

B. The parties desire to amend the Lease as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The third and fourth sentences in Paragraph B.1. of Section 4 of the Lease are hereby stricken and replaced with the following language:

"Tenant shall pay Landlord a host benefit fee of \$1,000.00 each month."

All other language in Paragraph B.1. remains the same.

2. General.

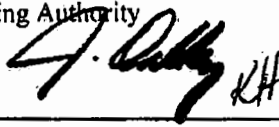
a. Nothing contained herein shall be deemed to amend or modify the Lease, except as expressly set forth herein. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

b. This Amendment may be executed and delivered in two counterparts, each of which shall be deemed an original. Counterparts may be delivered via facsimile, electronic mail (including in ".pdf" format) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

BURNET COUNTY, TEXAS,
A Governing Authority

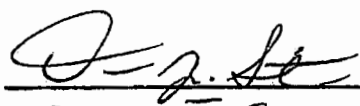
By:  KH

Name: Judge James Oakley

Its: County Judge

Date: 2/16/19

WASTE MANAGEMENT OF TEXAS, INC.

By: 

Name: DONALD J. SMITH

Its: PRESIDENT

Date: 3/15/19