Memorandum

MIAMI-DADE COUNTY

Date:	October 18, 2022
To:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners
From:	Daniella Levine Cava Mayor
Subject:	Fifth Amended and Restated Operations & Management Agreement Between Miami-Dade County and Covanta Dade Renewable Energy, LLC.

Agenda Item No. 8(M)(2)

Executive Summary

On May 3, 2022, the Board of County Commissioners ("Board") adopted Resolution No. R-432-22 directing the County Mayor to develop a solicitation for a new waste to energy plant ("WtE") to replace the County's existing, aging Resources Recovery Facility ("RRF"). The Department of Solid Waste Management ("DSWM"), in conjunction with the Internal Services Department ("ISD"), put out a solicitation for a Request for Information ("RFI") and received three responses. We are in the process of scheduling interviews with these three respondents. The information gathered from this RFI will help the Department in developing a solicitation for a subsequent Request to Advertise for that new WtE. The length of time required to plan and construct a new WtE was taken into consideration while establishing the timeline of this amended fifth agreement for the County's existing RRF. The attached resolution provides a five-year, plus five-year option-to-renew ("OTR") bridge agreement with Covanta Dade Renewable Energy, LLC ("Covanta") for the continued operation and management of the existing RRF until a replacement WtE facility is constructed and fully operational. The current agreement will automatically renew on October 1, 2023, for an additional five years, and another potential three, five-year terms, if neither the County nor Covanta provide the other with a notice to terminate by October 31, 2022. However, Covanta has indicated that they do not wish to renew under the current terms and will only continue to operate the existing RRF under a restructured agreement until such time that a new facility is operational. Termination of this agreement would result in immediate impacts to our solid waste system and would necessitate the landfilling of over one million additional tons of solid waste every year beginning October 1, 2023. The five-year term in the bridge agreement reflects the commitment to use best efforts to complete the new WtE in five years, but given the complexity of these projects and the regulatory hurdles, the five-year extension gives us the extra time, if needed.

Recommendation

It is recommended that the Board approve the attached resolution, which provides a bridge agreement via this Fifth Amended and Restated Operations & Management Agreement (the "Fifth Amendment") between Miami-Dade County and Covanta until a replacement WtE facility is operational.

Scope

The RRF processes over one million tons of solid waste per year. The RRF is of countywide significance by serving the disposal needs of the residents of unincorporated Miami-Dade County and ten (10) municipalities where the County's DSWM provides waste collection services to include the City of Aventura, Town of Cutler Bay, City of Doral, City of Miami Gardens, Town of Miami Lakes, Village of Palmetto Bay, Village of Pinecrest, City of Sunny Isles, City of Opa-locka and City of Sweetwater.

The RRF also serves the residents of fifteen (15) municipalities that have entered into long-term waste disposal interlocal agreements with the County, including Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, City of Homestead, City of Miami, City of Miami Beach, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of South Miami, Town of Surfside, City of Sweetwater, and City of West Miami.

The RRF currently serves as the centerpiece of the County's solid waste management system ("System"). This System provides the necessary level of service waste disposal capacity required by the State of Florida's Comprehensive Development Master Plan. The System provides committed long-term contractual and/or interlocal agreements waste flows with above municipalities and numerous private waste haulers that provide

commercial waste collection services throughout the County, anticipated uncommitted waste flows, and to meet projected development growth. It should be noted that the purpose of the RRF and the new WtE is not ultimately the generation of electricity; it is the disposal of waste in lieu of transporting waste to a landfill. The generation of electricity is a byproduct that can be utilized to power electric vehicles or otherwise generate revenue to subsidize the cost of the facility.

The Administration is working on a plan that will put the County on a path to achieve Net Zero Waste for the waste within the County’s system by 2050. The goal is to enact methods, practices and new technologies that will enable us to divert waste from our landfills and, eventually, from the WtE facility. The 30-year goal coincides with the useful life of the new WtE facility to be constructed. We need a new WtE facility in the medium term, but the long-term goal should be to achieve Zero Waste (or at least as close as possible) through waste reduction and other waste management strategies, including composting and recycling. In the eventuality that the County implements an anaerobic digestion, pharmaceutical collection and destruction, and composting programs, this bridge agreement includes provisions for Covanta to participate in such programs at a location and on terms and conditions mutually acceptable to both the County and Covanta.

Fiscal Impact
The annual fiscal impact is paid from the DSWM Proprietary Funds.

Under the terms of this Fifth Amendment, the County would pay Covanta a service fee of $59.73 million and approximately $14 million in pass through costs for processing 972,000 tons per year. However, if the County implements Zero Waste programs which lead to methods of waste management more preferred than energy recovery, Covanta will offer discounted service fees on a per ton basis based on the tons diverted. In addition, any capital improvement that is more than $75,000 and has a three-year depreciation would be paid for by the County under this Fifth Amendment. All revenues associated with the sale of electricity would be credited to the County, approximately $13 million annually.

Under the existing agreement, the projected fees to be paid to Covanta in FY 2022-2023 will be $54.5 million, plus approximately $9.4 million in pass-through fees for processing 972,000 tons. The expected revenue for the sale of electricity to be paid to Covanta will be approximately $6.5 million annually.

Social Equity Statement
The proposed resolution will provide social equity benefits because the terms of this agreement provide for the County to fund critical capital improvements that will improve reliability and ameliorate issues with the existing plant, including odor control.

Delegation of Authority
This item authorizes the County Mayor or County Mayor’s designee to execute the Fifth Amended and Restated Operations & Management Agreement between Miami-Dade County and Covanta Dade Renewable Energy, LLC, and exercise all other rights contained therein including OTRs and cancellation provisions.

Background
The RRF has been operating and providing the disposal needs for Miami-Dade County since 1982 – almost 40 years. It has been operated and maintained by Covanta since February 2010. DSWM works closely with the contracted RRF operator, Covanta, to manage the processing of over one million waste tons under the terms of an Operations and Management agreement. The base term of the existing agreement runs through October 31, 2023, with up to four potential 5-year OTR terms. The agreement automatically renews unless either party gives notice at least one year prior to the expiration of the base term or renewal term. Therefore, either party will have to give notice no later than October 31, 2022, or the term will automatically renew for an additional five years under the first five-year OTR. However, Covanta has indicated that they do not wish

to renew under the current terms and will only continue to operate the existing RRF under a restructured agreement until such time that a new facility is operational. Termination of this agreement would result in immediate impacts to our solid waste system and would necessitate the landfilling of over one million additional tons of solid waste every year beginning October 1, 2023.

This RRF is the centerpiece for sustainability of the County's Solid Waste Management System by: (i) managing disposal in a manner that conserves County-owned landfill capacity; (ii) reducing reliance on distant third-party landfills and associated transportation costs and emissions; and (iii) enabling the County to meet State of Florida concurrency requirements, while reducing and converting waste into renewable energy which is then used to power the RRF, exported to the power grid, and will soon begin powering DSWM's electric garbage trucks. In addition to an average annual production of more than 311 million kilowatt hours of electricity, the RRF also facilitates recovery of approximately 20,500 tons of recyclable ferrous and non-ferrous metals.

The RRF has an electric generating capacity of approximately 77 megawatts ("MW") gross (77 MWs per hour) and net export capability of max 55 MWs. It currently sells 15 MWs to the City of Homestead. DSWM plans sending an additional 10 MWs of renewable energy to the City of Homestead beginning in November 2022. Any remaining power is then sold through power marketer, Rainbow Energy, at spot market prices.

Miami-Dade DSWM and Covanta have made several improvements to the RRF throughout the years to include:

- Upgrades to the RRF to comply with the Federal Clean Air Act (1999)
- Construction of a wastewater pre-treatment plant (2005)
- Improvements/upgrades to the Fire Protection System (2008)
- Boiler modifications to reduce ash build-up (2010)
- Attenuation tank replacement and lift station modification (2013)
- Odor control enhancements (2017)

Based on a preliminary RRF assessment report by Miami-Dade DSWM consultant, HDR Engineering Inc. ("HDR"), much of the major equipment and components have reached or are nearing the end of their expected service lifespan at the aging 40-year-old facility. To allow the RRF to continue to operate reliably, a major front-end-loaded capital refurbishment plan, as well as increased capital expenditures and major capital repairs during subsequent operating periods, will be required. Based on HDR's site observations and their experience in the WtE and solid waste industries, some major refurbishments include conveyor belts, overhaul of trommels, electrical system components, instrumentation, and control system components, and building repairs (i.e., replacements of structural steel, roofing, siding, and floors). The total capital investment for the term of this agreement is projected to be approximately $178 million. The major capital upgrades currently needed are not unusual based on HDR's recent experience for such an aging facility. Most WtE facilities, particularly with HDR's recent experience at similar plants in Honolulu, HI and Hartford, CT, have required the infusion of significant capital after 25 years of operation to maintain the facility's reliability for an extended operating period. In HDR's opinion, the RRF will need this capital investment in order to operate at the necessary performance level for the 10-year operating "bridge" period.

Major changes in this Fifth Amendment (see red-lined Attachment A):

1. **Annual On-Site Waste Processing Guarantee**
   The current contract includes a 240,000 Annual Recyclable Trash Guarantee with the 732,000 Annual On-Site Waste Processing Guarantee. On December 31, 2018, Wheelabrator terminated operations at its Wheelabrator Ridge waste fuel facility in Auburndale, Florida that had been accepting the biomass fuel supply. That agreement with Covanta ended and since the RRF no longer produces

biomass fuel for off-site use, the Annual Recyclable Trash Guarantee and any references to it are deleted in the Fifth Amendment.

2. Capital Maintenance Costs

In this Fifth Amendment, all improvements, equipment, parts and supplies that have a cost of more than $75,000 and a useful life of three or more years will now be funded by the County. The capital replacement plan submitted by Covanta will be reviewed and approved in consultation with the bond engineer.

The current agreement requires that beginning October 1, 2018, and on October 1st of each year thereafter during the term of the agreement, Covanta is required to provide the County with a five-year capital replacement plan. The plan shall include a list of capital items in excess of $250,000, Covanta proposes to replace at its expense at the RRF over the subsequent five years, the proposed dates for the replacement of each such capital item and the useful life of each such capital item for purposes of depreciation and amortization.

3. Term of the Agreement

The term of this Fifth Amendment will begin on October 1, 2022, and expire on midnight on September 30, 2027. The term shall be automatically extended for a five-year renewal term (until September 30, 2032) unless either the County or Covanta delivers notice to the other party at least one year prior to the expiration of the then current term (must receive notice by September 30, 2026, that it elects to terminate the agreement).

This differs from the current agreement’s term which commenced on October 1, 2009, and expires on October 31, 2023, and automatically extends for up to four additional five-year renewal terms (through October 1, 2043) unless either the County or Covanta delivers notice to the other party at least one year prior to the expiration of the then current term or renewal term that it wants to terminate the agreement.

4. Tipping Fee

The current tipping fee is replaced with two components in the Fifth Amendment, (i) an annual Service Fee and (ii) a variable Pass-Through fee. The proposed annual service fee of $59,731,200, subject to the Consumer Price Index (“CPI”), is based on an annual waste delivery of 972,000 tons and equates to $61.45/ton. In addition, the proposed annual variable pass-through fee of about $14,000,000 plus an administrative fee, includes reimbursable expenses to be incurred by Covanta for services such as chemicals and reagents, hauling of non-processable waste/residue/ash/rejects/unders/shredded tires, fuel, utilities, insurance, permits, and certain taxes.

On October 1, 2027, the annual Service Fee shall be reduced by $2,000,000.

The annual tipping fees outlined in the existing agreement provides a different pricing structure based on certain tiers of waste delivered to the RRF. The tipping fees for FY 2022-2023 are stated below and are subject to annual adjustments based on CPI.

Delivery of garbage and trash up to 732,000 tons	$56.93/ton

Delivery of garbage and trash above 732,000 tons up to 966,000 tons	$48.22/ton
Delivery of garbage in excess of 966,000	$35.18/ton

5. **Waste Management Hierarchy Tonnages and Service Fees**
   As the County strives to reach Zero Waste goals, Covanta agrees that at such time the County utilizes methods of managing its waste stream that are more preferred than energy recovery, according to the United States Environmental Protection Agency Waste Management Hierarchy, Covanta will provide a 75% discounted Service Fee on each ton diverted utilizing those more preferred methods of waste management.

   At no time shall the AOSWPG be reduced to an amount less than the amount of On-Site Waste required to meet the County’s obligations under then-existing contracts for the sale of electricity generated by the Facility.

6. **Electric Revenues**
   One hundred percent (100%) of electric revenues stemming from the production of electricity from the RRF will go to the County in the Fifth Amendment (approximately $13,000,000).

   The existing agreement allows the County and Covanta to share the sale of all electric revenues equally. The total County net revenues realized were $4,833,310 (FY2018); $5,014,097 (FY2019); and $3,945,260 (FY2020). Projected net revenues to be realized for the County will be $6,500,000 (FY2021).

7. **Liquidated Penalties**
   Liquidated damages for AOSWPG are included with this amendment:

   Covanta must pay the County an Incentive Fee ($25) for any tons they fail to accept for processing below 972,000 annual tons, up to ten percent (10%) of 972,000, and if Covanta fails to process less than ninety percent (90%) of the AOSWPG, Covanta shall pay the County the applicable Service Fee divided by 972,000 for each ton it failed to accept for processing;

   Combined Residue/Rejects Guarantee – if in any annual period the aggregate amount of residues and rejects returned to the County exceeds the combined residue/rejects guarantee of 35.7%, Covanta shall pay the County the applicable disposal charge for each excess ton;

   Annual Energy Guarantee - Once the annual on-site waste guarantee is met, if in any annual period, the annual energy produced is less than the annual energy guarantee, Covanta shall pay the County liquidated damages measured in $/kWh.

   Damages Due to Violations of Environmental Laws – if Covanta fails to cure any environmental law violations, the County may withhold applicable fees incurred by the County in taking corrective action.

   The existing agreement did not have monetary provisions for liquidated damages.

The Administration is working on a plan that will put the County on a path to achieve Net Zero Waste for the waste within the County’s system by 2050. The goal is to enact methods, practices and new technologies

that will enable us to divert waste from our landfills and the WtE facility. This bridge agreement includes provisions for Covanta to participate in programs such as anaerobic digestion, pharmaceutical collection and destruction, and composting programs when implemented by the County, at a location and on terms and conditions mutually acceptable to both the County and Covanta, Additionally, Covanta will continue to assist the County with its outreach efforts including promoting anaerobic digestion, pharmaceutical collection and destruction, and composting programs.

The 30-year goal coincides with the useful life of the new WtE facility to be constructed. We need a new WtE facility in the medium term, but the long-term goal should be to achieve Zero Waste (or at least as close as possible) through waste reduction and other waste management strategies, including composting and recycling.

If you have any questions or concerns on this Fifth Amendment, please contact DSWM Director Michael J. Fernandez, 305-514-6628.

Jimmy Morales
Chief Operations Officer

Style Definition: TOC 3

~~FOURTH~~

FIFTH AMENDED AND RESTATED
OPERATIONS AND MANAGEMENT AGREEMENT

by and between

MIAMI-DADE COUNTY, FLORIDA

and

COVANTA DADE RENEWABLE ENERGY ~~LTD.~~, LLC

Effective as of October 1, ~~2009~~2022

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~~FOURTH~~FIFTH AMENDED AND RESTATED
OPERATIONS AND MANAGEMENT AGREEMENT

This ~~FOURTH~~***FIFTH AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT*** (the "Agreement") is executed on this _____ day of _____, ~~2012~~2022 but is effective as of October 1, ~~2009~~2022, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, and COVANTA DADE RENEWABLE ENERGY ~~LTD.,~~, LLC, a Florida limited ~~partnership~~liability company, for the purpose of amending and restating in its entirety that certain ~~Third~~Fourth Amended and Restated Operations and Management Agreement ~~dated~~effective as of ~~September~~October 1, ~~1996~~2009 between the County and the Company (the "Existing Agreement").

RECITALS:

A. The County is the owner of a Solid Waste disposal facility and the Electric Generating Facility which constitute the Facility, the purpose of which is to provide a long-term environmentally safe alternative to the landfilling of Solid Waste.

B. The County, after issuing a Request for Qualifications, entered into a Management Agreement dated June 20, 1985 with Montenay International Corp., a New York corporation ("MIC"), and Montenay Power Corp., a Florida corporation now known as Covanta Dade Power Corp. (the "GP"), for the operation and maintenance of the Facility (the "1985 Management Agreement").

C. The County, MIC and the GP entered into two amendments to the 1985 Management Agreement reflecting certain modifications to the 1985 Management Agreement to which the County, MIC and the GP agreed.

D. The 1985 Management Agreement, as modified, contemplated that the parties could enter into a long term agreement.

E. MIC, the GP and the County entered into an Operations and Management Agreement dated October 20, 1987 (the "1987 Management Agreement") to replace the 1985 Management Agreement, as amended, pursuant to which MIC and the GP agreed to (i) continue to operate and manage the Facility; (ii) design, engineer, acquire, construct, install, start-up and test the Capital Improvements to the Facility, as more fully described in Appendix C to the Existing Agreement and Appendix D to the Existing Agreement; and (iii) guarantee the performance of the Facility, all on the terms and conditions provided therein.

F. MIC and the GP assigned, transferred and conveyed their right to receive payments under the 1987 Management Agreement to Montenay-Dade, Ltd., a Florida limited partnership, pursuant to an Assignment of Agreement dated February 15, 1988 among MIC, the GP and the Company, which Assignment of Agreement was approved by the County.

G. The 1987 Management Agreement was amended on eight different occasions to revise certain provisions of the 1987 Management Agreement relating, inter alia, to the design, engineering, acquisition, construction, installation, start-up and testing of the Capital Improvements.

H. The parties desired to enter into an agreement with respect to certain future improvements to the Facility pursuant to which the waste disposal capacity of the Facility would be improved and the air pollution control equipment of the Facility would be upgraded with the installation of Scrubbers and fabric filters.

I. The County, the Company, MIC and the GP entered into an Amended and Restated Operations and Management Agreement dated December 20, 1990 (the "1990 Management Agreement") and the County and the Company entered into a Second Amended and Restated Operations and Management Agreement dated December 10, 1991 (the "1991 Management Agreement") for the purposes of, inter alia, (i) incorporating the amendments to the 1987 Management Agreement; (ii) incorporating certain additional amendments to the 1987 Management Agreement with respect to the design, engineering, acquisition, construction, installation, start-up and testing of the Capital Improvements; and (iii) setting forth the terms and conditions of the design, engineering, acquisition, construction, installation, start-up and testing of the Capital Projects, all on the terms and conditions provided therein.

J. MIC and the GP assigned, transferred and conveyed all of their rights and obligations under the 1990 Management Agreement to the Company and the Company assumed such rights and obligations, pursuant to an Assignment of the First Restated and Amended Operations & Management Agreement dated December 10, 1991.

K. The County agreed to eliminate MIC and the GP as parties to the 1991 Management Agreement provided that MIC and the GP agreed to guarantee all of the obligations of the Company under the 1991 Management Agreement pursuant to a Guarantee by MIC and the GP in favor of the County (the "Prior Guarantee"), a copy of which was attached as Appendix I to the ~~Existing~~1996 Management Agreement.

L. The 1991 Management Agreement was amended on three different occasions for the purposes of, inter alia, setting forth the terms and conditions of the design, engineering, acquisition, construction, installation, start-up and testing of the Recyclable Trash Improvements and the Processing of ~~Recyclable~~ Trash, all on the terms and conditions provided therein.

M. The County and the Company replaced the 1991 Management Agreement (as amended prior to the date of the ~~Existing~~1996 Management Agreement) in its entirety by amending and restating it on the terms and conditions set forth in the ~~Existing Agreement.~~Third Amended and Restated Operations and Management Agreement dated as of September 1, 1996 between the County and the Company (the "1996 Management Agreement").

N. ~~The County and the Company have entered into a First Amendment to the Existing Agreement dated as of August 7, 2000 and a Second Amendment to the Existing Agreement dated as of August 2, 2004~~The 1996 Management Agreement was amended on two occasions for the purposes of, inter alia, setting forth revised terms and conditions for the Delivery, Processing, handling and disposal of Solid Waste~~,~~ and Residue and ~~Fines and~~ the Tipping Fees and other amounts to be paid in connection therewith, and the County and the Company ~~have~~ entered into three letter agreements~~ dated August 18, 2005, September 27, 2006 and January 29, 2007~~ (collectively, the "Prior Letter Agreements") to set forth their mutual understanding with respect to certain provisions of the ~~Existing~~1996 Management Agreement.

O. The County, the Company and Covanta Energy Corporation, a Delaware corporation ("Covanta"), entered into a letter agreement dated January~~.~~ 28, 2010, a copy of which is attached as Appendix H to ~~this~~the Existing Agreement (the "2010 Letter Agreement"), relating to the transfer of the direct or indirect equity interests in the Company to Covanta or one of its subsidiaries. The 2010 Letter Agreement ~~provides~~provided that the County and the Company ~~will~~would amend the ~~Existing~~1996 Management Agreement to incorporate the terms of the Prior Letter Agreements, as well as certain additional provisions set forth in the 2010 Letter Agreement.

P. In connection with the closing of the transfer of the equity interests in the Company, Covanta Holding Corporation, a Delaware corporation (the "Guarantor"), executed and delivered to the County that certain Guarantee dated February 1, 2010, a copy of which is attached as Appendix I to this Agreement, in replacement of the Prior Guarantee.

Q. In accordance with the 2010 Letter Agreement, the County and the Company entered into the Existing Agreement on July 27, 2012 effective as of October 1, 2009.

R. On December 31, 2014, the Company converted its legal form from a Florida limited partnership to a Florida limited liability company.

~~Q.~~S. The County and the Company ~~wish~~now desire to replace the Existing Agreement ~~(as amended prior to the date of this Agreement)~~ in its entirety by amending and restating it on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the promises and obligations contained in this Agreement, the County and the Company, intending to be legally bound, agree that the Existing Agreement is hereby amended and restated in its entirety as follows:

Article I

DEFINITIONS

1.1 Definitions. The following words and expressions (or pronouns used in their stead) shall, wherever they appear in this Agreement or the Appendices, be construed as follows:

"Accept", "Acceptance", "Accepted" and "Accepting" shall mean the receipt by the Company of Solid Waste Delivered to the Facility (i) for Trash ~~(including Recyclable Trash),~~ in the Trash pit or on the Trash Tipping Floor; and (ii) ~~for~~or Garbage, in the Garbage pit or, if the Garbage pit is full, on the Garbage Tipping Floor; or (iii) for Trash ~~(including Recyclable Trash)~~ and Garbage, at any other mutually agreed upon receiving area on the Site which is in compliance with all applicable regulations.

~~"Additional Excess On-Site Waste" shall mean On-Site Waste Delivered in excess of 20,500 Tons per Week.~~

"Actual Energy Produced" shall mean the amount of kWh/klbs of steam produced by the Facility during any Annual Period during the Term. Actual Energy Produced shall be measured utilizing the sum of the Facility distributed control system tag identifiers for each boiler. Actual Energy Produced during any Annual Period shall equal the net kWh exported by the Facility during such Annual Period, as measured and reconciled at the FPL meter located at the Doral electrical substation, divided by the Total Steam Produced during such Annual Period. Steam

flow transmitters and compensating steam pressure and temperature transmitters are calibrated by the Company in accordance with its Tech Standard TS301-23 14.7A.

"Additional Improvements" shall mean the additional improvements to the Facility relating to the upgrading of the storm water run-off management system, the sanitary sewer system and an odor control system, listed in Appendix C-~~2~~-2 to the Existing Agreement (the description of which is set forth in Appendix D-2 to the Existing Agreement) which the Company financed, designed, engineered, permitted, acquired, constructed, installed and tested pursuant to the terms of the ~~Existing~~1996 Management Agreement and which the Company is obligated to operate, maintain and manage pursuant to the terms of this Agreement in compliance with all applicable regulations.

"Affiliate" shall mean any business entity directly or indirectly controlled by, controlling or under the common control of the Company, or in which the Company has a financial interest.

"Agreement" shall mean this ~~Fourth~~Fifth Amended and Restated Operations and Management Agreement, as amended, modified, supplemented or restated from time to time, together with the Appendices attached to this Agreement.

"Anaerobic Digestion" shall mean a series of biological processes in which microorganisms break down biodegradable material in the absence of oxygen.

"Annual" or "Annual Period" shall mean from October ~~1~~1st of each year to September ~~30~~30th of the next year.

"Annual Certificate" shall have the meaning set forth in Section 3.12(a).

"Annual Energy Guarantee" shall mean the minimum amount of kWh/klbs of steam to be produced by the Facility during each Annual Period during the Term. For each Annual Period during the Term, the Annual Energy Guarantee shall be applicable for the entire Annual Period (i.e., October 1st through the following September 30th). The initial Annual Energy Guarantee (applicable during the Annual Period from October 1, 2022 through September 30, 2023) shall be 61.56 kWh/klbs steam. The Annual Energy Guarantee shall be reduced on October 1, 2023 and on each subsequent October 1st during the Term by multiplying the Annual Energy Guarantee in effect for the immediately preceding Annual Period by 0.985,

and rounding to two (2) digits after the decimal point. For example, the Annual Energy Guarantee will be reduced on October 1, 2023 to 60.64 kWh/klbs steam (i.e., 61.56 x 0.985 = 60.64), and the Annual Energy Guarantee will be further reduced on October 1, 2024 to 59.73 kWh/klbs steam (i.e., 60.64 x 0.985 = 59.73). The Annual Energy Guarantee to be in effect for each Annual Period through September 30, 2032 is set forth on Appendix G.

"Annual On-Site Waste Guaranteed Tonnage" shall mean the minimum quantity of On-Site Waste to be Delivered by the County to the Company in any Annual Period pursuant to Sections 6.3 and 6.4, as adjusted pursuant to the provisions of this Agreement. In all events, the Annual On-Site Waste Guaranteed Tonnage shall equal the Annual On-Site Waste Processing Guarantee, except when the Annual On-Site Waste Processing Guarantee is reduced in accordance with the last sentence of Section 6.11.

"Annual On-Site Waste Processing Guarantee" shall mean the minimum number of Tons of On-Site Waste that the Facility shall be required to Process in each Annual Period, ~~as set forth in Part 2.I.A of Appendix B and Part 2.I.A. of Appendix B-1~~which shall be 972,000 Tons per Annual Period, as adjusted pursuant to the provisions of this Agreement. In all events, the Annual On-Site Waste Processing Guarantee shall equal the Annual On-Site Waste Guaranteed Tonnage, except when the Annual On-Site Waste Processing Guarantee is reduced in accordance with the last sentence of Section 6.11.

~~"Annual Recyclable Trash Guaranteed Tonnage" shall mean the minimum quantity of Recyclable Trash to be Delivered by the County to the Company in any Annual Period pursuant to Section 5.5, as adjusted pursuant to the provisions of this Agreement. Subject to Section 5.4, for purposes of the Annual Recyclable Trash Guaranteed Tonnage, the first 240,000 Tons of Trash Delivered to the Facility in each Annual Period which are capable of being processed as Recyclable Trash shall be deemed to be Recyclable Trash. In all events, the Annual Recyclable Trash Guaranteed Tonnage shall equal the Annual Recyclable Trash Processing Guarantee.~~

~~"Annual Recyclable Trash Processing Guarantee" shall mean the minimum number of Tons of Recyclable Trash that the Facility shall be required to Process in each Annual Period, as set forth in Part 2.I.A. of Appendix B-3, as adjusted pursuant to the provisions of this Agreement. In all events the Annual Recyclable Trash Processing Guarantee shall equal the Annual Recyclable Trash Guaranteed Tonnage.~~

"Appendix" shall mean each Appendix attached to this Agreement, as amended, modified or supplemented from time to time in accordance with the provisions of this Agreement.

"AQCS" shall mean the Air Quality Control System described in Section J of Appendix D-1 to the Existing Agreement, as revised in accordance with the provisions of this Agreement.

~~"As-Available Energy" shall mean that electric energy generated by the Facility which is sold at rates prescribed by the Florida Public Service Commission, as such rates are adjusted from time to time.~~

"Ash" shall mean the solid by-product of incineration of RDF and the solid by-product from the water treatment system.

"Bankruptcy Code" shall mean the Bankruptcy Code of 1978, as amended.

~~"Biomass Fuel" shall mean the fuel which is produced by Processing Recyclable Trash. Biomass Fuel must be exported and may not be burned at the Facility.~~

"Board of County Commissioners" and "Board" shall mean the Board of County Commissioners of ~~the~~Miami-Dade County, which is the governing body of the County.

~~"Bond Documents" shall mean the collective reference to (i) the Trust Indenture, (ii) the Bonds, (iii) the Loan Agreement, (iv) that certain Promissory Note dated September 10, 1996 executed by the Company in favor of the County in the original principal amount of $182,695,000 and any substitute or replacement note executed and delivered by the Company, and (v) the Swap Agreement.~~

"Bond Engineer" shall mean a consulting engineer selected by the County to perform the services of the Bond Engineer required by this Agreement.

~~"Bonds" shall mean the collective reference to (i) $182,695,000 aggregate principal amount of Dade County, Florida Resource Recovery Facility Refunding Revenue Bonds, Series 1996 and (ii) any other bonds issued pursuant to the Bond Documents.~~

~~"Capacity Credits" shall mean those payments by a utility for the purchase of electric energy generated by the Facility made pursuant to applicable~~

~~Florida Public Service Commission rules for avoided capacity which the utility would otherwise have had to construct.~~

~~"Capital Adjustment" shall have the meaning set forth in Section 7.1.1(e).~~

"Capital Improvements" shall mean those capital improvements to the Facility listed in Appendix C to the Existing Agreement (the description of which is set forth in as Appendix D to the Existing Agreement) which the Company has financed, designed, engineered, acquired, constructed, installed, started-up, tested and warranted pursuant to the terms of the 1987 Management Agreement and which the Company is obligated to operate, maintain and manage pursuant to the terms of this Agreement.

"Capital Maintenance Costs" shall mean all improvements, equipment, parts and supplies that have a cost in excess of $75,000 and a useful life of three (3) years or more.

"Capital Projects" shall mean the collective reference to the capital improvements comprising the Additional Improvements, the Retrofit and the Recyclable Trash Improvements which the Company has financed, designed, engineered, permitted, acquired, constructed, installed, started-up, tested and warranted pursuant to the terms of the ~~Existing~~1996 Management Agreement and which the Company is obligated to operate, maintain and manage pursuant to the terms of this Agreement.

~~"Capital Tipping Fee" shall mean the Tipping Fee described in Section 7.1.2, as it may be adjusted pursuant to this Agreement.~~

"Change in Law" shall mean (i) the adoption, enactment, promulgation, issuance, modification, reversal or change in interpretation, after December 20, 1990, of any statute, law, constitution, charter, act, ordinance, code, regulation, rule, administrative policy, requirement, order, decree, judgment, ruling, or other legislative or administrative action of the United States of America, the State of Florida, the County or any agency, instrumentality, department, authority or political subdivision thereof, having regulatory jurisdiction over the construction or the operation and maintenance of the Facility to the extent that the effect of any such adoption, enactment, promulgation, issuance, modification, reversal or change in interpretation imposes requirements applicable to the operation and maintenance of the Facility or the construction and installation of the Capital Projects which are materially more burdensome than the most stringent requirements imposed by any

statute, law, constitution, charter, act, ordinance, code, regulation, rule, administrative policy, requirement, order, decree, judgment, ruling or other legislative or administrative action applicable after December 20, 1990 with regard to the operation and maintenance of the Facility or the construction and installation of the Capital Projects provided that such change is significant and material and does not seek merely to enforce a requirement previously in effect; or (ii) the suspension, termination, interruption, denial, failure to renew or imposition of conditions not previously imposed with respect to the issuance of any permit, license, consent or authorization binding on the County or the Company which is not caused by the Company's failure to comply with the rules, regulations or requirements of such permit, license, consent or authorization in connection with the design, construction or operation of the Facility or the Capital Projects, having a material adverse effect on the performance of any of the obligations of the County or the Company hereunder, with respect to the design, construction and operation of the Facility or the Capital Projects pursuant to this Agreement or of any other obligation of a party pursuant to this Agreement, and occurs subsequent to December 20, 1990; provided that such adoption, enactment, promulgation, issuance, modification, reversal or change in interpretation referred to in clause (i) above or such suspension, termination, interruption, denial, failure to renew or imposition of conditions referred to in clause (ii) above has not been caused by, nor contributed to by, and is beyond the reasonable control of, the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement.

~~"CIP Payment" shall mean, until the expiration or earlier termination of the Term of this Agreement, $104,130 per Semi-Monthly Period.~~

"Clean Tires" shall mean tires which are reasonably dry and generally free of rims, mud, rock, sand, lime and other foreign material which hinders processing and which tires do not otherwise constitute Non-Processable Waste.

"Code" shall have the meaning set forth in Section 3.3.6.

"Combined Residue~~/Fines~~/Rejects Guarantee" shall mean (i) for any Annual Period in which the amount of Net Trash Delivered is less than or equal to 240,000 Tons, ~~33.8~~35.7% of the sum of (a) all On-Site Waste (including Excess On-Site Waste) Accepted for Processing during such Annual Period, plus (b) all ~~Recyclable Trash (including Excess Recyclable Trash) Accepted for Processing during such Annual Period, plus (c) all~~ Clean Tires and Unclean Tires Accepted by the Company during such Annual Period, plus (~~d~~c) all Reject Overs and ~~Recyclable Trash~~ Rejects Processed as On-Site Waste during such Annual Period in accordance with Section 6.14(g), minus (~~e~~d) all Non-Processable Waste returned by the Company to

the County during such Annual Period, and (ii) for any Annual Period in which the amount of Net Trash Delivered is greater than 240,000 Tons, then "~~33.8~~35.7%" in clause (i) of this definition shall be increased by 0.0000199% for each Ton of Net Trash Delivered in excess of 240,000 Tons. For example, if the amount of Net Trash Delivered in an Annual Period is 250,000 Tons, then the Combined Residue/~~Fines/~~Rejects Guarantee for such Annual Period will be ~~33.999~~35.899% (i.e., 250,000 - 240,000 = 10,000 x 0.0000199% = 0.199% + ~~33.8% = 33.999%).~~35.7% = 35.899%).

"Company" shall mean Covanta Dade Renewable Energy ~~Ltd.,~~, LLC, a Florida limited ~~partnership~~liability company formerly known as Covanta Dade Renewable Energy Ltd. and Montenay-Dade, Ltd., and its permitted successors and permitted assigns.

"Company Event of Default" shall mean any Event of Default under Section 11.1.

"Company-Funded Improvements" shall mean fuel-feed surge bins, a ferrous ramp and additional improvements agreed upon by the County and the Company which were installed by the Company pursuant to the Exiting Agreement.

"Company Liens" shall mean any lien on the Facility either (i) created or granted by the Company or (ii) resulting from lawful claims against the Company.

"Composting" shall mean the biological decomposition or decay of organic wastes under controlled conditions.

"Consent Order" shall mean that Order dated July 18, 1986, entered in the action denominated State of Florida Department of Environmental Regulation v. Resources Recovery (Dade County), Inc. and Metropolitan Dade County, in Circuit Court Case No. 85-10252.

"Consumer Price Index" shall mean the Consumer Price Index ~~for the~~("CPI-U"), South ~~(CPI-S),~~Region, published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is revised or discontinued, a comparable index mutually acceptable to the Company and the County shall be substituted.

"Contract" or "Contract Documents" shall mean this Agreement, including written amendments, if any, Plans and Specifications, Shop Drawings, and the following Appendices:

Appendices	A, A-1, A-2, A-3	~~Company's Performance Tests Guarantees~~[omitted]
Appendices	B, B-1, B-2, B-3	~~Operating Standards~~[omitted]
Appendices	C, C-1,	~~Capital Improvements Project and Deadlines;~~[omitted]
	~~C-2, C-3~~	~~Retrofit Project and Deadlines; Additional Improvements Project and Deadlines; Recyclable Trash Improvements Project and Deadlines~~
	C-2, C-3	
Appendices	D, D-1,	~~Capital Improvements Project Descriptions;~~[omitted]
	~~D-2, D-3~~	~~Retrofit Project Descriptions; Additional Improvements Project Descriptions; Recyclable Trash Improvements Project Descriptions~~
	D-2, D-3	
Appendix	E	Site and Facility Legal Description
Appendix	F	Affidavit
Appendix	G	~~Good Condition Criteria~~Annual Energy Guarantee
Appendix	H	~~2010 Letter Agreement~~[omitted]
Appendix	I	Guarantee
Appendix	J	~~Calculation of Capital Tipping Fee and Capital Adjustment~~[omitted]
Appendix	K	Generator Owner (GO) / Generator Operator (GOP) Obligation Matrix
Appendix	L	U.S. EPA Waste Management Hierarchy (2022)

The appendices listed above marked as "[omitted]" were attached to the Existing Agreement and have been deleted from this Agreement. The appendices marked as

"[omitted]" are not a part of this Agreement and, from and after the Effective Date of this Agreement, have no further force or effect on the County or the Company. References in this Agreement to appendices to the Existing Agreement that have been deleted are for historical purposes only, and such appendices no longer have any binding effect on the parties.

"Contractor" shall mean a Person, including the Company, an Affiliate or their employees, which directly or indirectly contracts with the Company to provide labor, services, materials, supplies or equipment for performance of the Work. Such term shall include, but not be limited to, subcontractors and vendors.

"Cost Substantiation" shall mean, with respect to any cost or expense incurred by the Company and reimbursable by the County pursuant to the terms of this Agreement, a certificate signed by the Company's Facility asset manager or a Company employee with an equivalent title with respect to Direct Costs incurred by the Company, stating the reason for incurring such Direct Cost, the amount of such Direct Cost, and the event or Section under this Agreement giving rise to the Company's right to incur such Direct Cost and that such Direct Cost is a reasonable cost for the service provided or materials supplied (it being understood that such services or materials may be provided or supplied by an Affiliate). With respect to Direct Costs incurred by the Company, the amount shall be increased to provide for the payment of a mark-up or fee to compensate the Company for its administration of such items only when expressly authorized pursuant to the terms of this Agreement, which mark-up or fee, when applicable, shall be ten percent (10%) of clause (a) only of the definition of Direct Costs. Any certification provided by the Company's Facility asset manager or other Company employee with an equivalent title shall include copies of all invoices or charges, together with any additional documentation of such costs or expenses incurred which are necessary, in accordance with generally accepted accounting principles, to verify the amount of such costs and expenses and to demonstrate the basis for the amount claimed.

"County" shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida formerly known as Metropolitan Dade County, Florida, and its permitted successors and permitted assigns.

"County Event of Default" shall mean any Event of Default under Section 11.2.

"County Facilities" shall mean the Scalehouse, MDWASD Improvements and that portion of the Site comprising the Landfill and the stormwater management system outside the Facility.

"Covanta" shall have the meaning set forth in Recital ~~P~~ O.

~~"CPI Increased Rate" shall have the meaning set forth in Section 4.2.~~

"Day" and "day" shall mean the period of time commencing at 12:00 a.m. and terminating at 12:00 midnight on each calendar day.

~~"Debt Service" shall mean, for any period with respect to the Bonds, the sum of (a) the principal and interest on the Bonds, amounts required to be paid to a Swap Provider, amounts required to be deposited in the rebate fund, deficiencies in the reserve fund and reimbursements to the reserve surety provider, and fees of the Trustee, paying agent, registrar, authenticating agent and rebate advisor required to be paid for such period, less (b) any payments received from a Swap Provider and any investment earnings on the construction fund and reserve fund for such period.~~

"Deliver", "Delivery", "Delivered", and "Delivering" shall mean the transportation of Solid Waste to the Facility and the depositing of it (i) for Trash ~~(including Recyclable Trash),~~ in the Trash pit or on the Trash Tipping Floor; or (ii) for Garbage, in the Garbage pit or, if the Garbage pit is full, on the Garbage Tipping Floor; or (iii) for Trash ~~(including Recyclable Trash)~~ and Garbage, any mutually agreed upon delivery area on the Site which is in compliance with the applicable regulations.

"Direct Costs" shall mean, in connection with any cost or expense incurred by the Company, the sum of (a) the costs of the Company's payroll directly related to the performance of any obligation of the Company pursuant to the terms of this Agreement, consisting of compensation and fringe benefits, including vacation, sick leave, holidays, retirement, worker's compensation insurance and employer's liability insurance, federal and state unemployment taxes and all medical and health insurance benefits, plus (b) the product of (i) (A) payments of reasonable costs to subcontractors necessary to and in connection with the performance of the Company's obligations which may encompass costs of design and engineering (Including costs for the Company's in-house engineering at agreed upon rates), plus (B) the costs of equipment, materials, direct rental costs and supplies purchased by the Company [equipment manufactured or furnished by, and services, materials and supplies furnished by, the Company or its Affiliates shall be considered purchased equipment, materials, services or supplies at their actual cost, provided such cost is an arm's length fair market value cost], times (ii) 1.10, plus (c) subject to applicable law, the actual costs of travel and subsistence reasonably incurred by any employee of the Company.

"Disposal Charge" shall mean the "Contract" Disposal Fee set forth in the County's administrative order establishing Disposal Fees.

"Disposal Fees" shall mean the Solid Waste Disposal Fees charged by the County for disposal of Solid Waste delivered to any of the County's disposal facilities.

"Effective Date" shall mean October 1, 2022.

"Electric Generating Facility" shall mean that portion of the Facility which converts steam into electric energy.

"Energy Revenues" shall have the meaning set forth in Section 7.2.1.

"Environmental Attribute" shall mean, including but not limited to, any existing or any future credit, benefit, emissions reduction, fuel or air quality credit, or emissions reduction credit, offset, or allowance, or other tradable and transferable indicia, howsoever entitled, named, registered, created, measured, allocated, validated, hereafter recognized or deemed of value (or both) by any person or entity, including any business, governmental or other entity, representing any measurable and verifiable aspect, claim, characteristic or benefit identified, attributed to, or associated with the direct or indirect avoidance of the use or emission of any gas, chemical, particulate matter, soot, or other substance, soil, water, air quality, environmental characteristic, or as otherwise defined by any authority attributable to the Facility or any third party source or to any energy produced by same during the Term, including one or more of the following: nitrogen oxide (NO_x), sulfur oxide (SO_x), carbon monoxide (CO), carbon dioxide (CO_2), mercury (Hg), methane (CH_4) and any other greenhouse gas or chemical compound. Environmental Attribute shall include any other items referred to in the industry as an Environmental Attribute.

"Environmental Laws" shall mean all applicable laws, ordinances, orders, resolutions, rules or regulations relating to the environment issued or enacted by any governmental authority with jurisdiction over the Facility or the Site.

"Event of Default" shall mean any of the Events of Default set forth in Section 11.1 or Section 11.2.

"Excess On-Site Waste" shall mean On-Site Waste Accepted by the Company in excess of the Annual On-Site Waste Processing Guarantee.

~~"Excess Recyclable Trash" shall mean Recyclable Trash Accepted by the Company in excess of the Annual Recyclable Trash Processing Guarantee.~~

~~-~~"Existing Agreement" shall have the meaning set forth in the Preamble of this Agreement.

"Facility" shall mean the structures, improvements, fixtures, equipment and appurtenances now or hereafter located on the approximately 40 acre portion of the Site, and comprising the Solid Waste disposal facility and Electric Generating Facility and any fixtures and improvements thereto, including the Capital Improvements and the Capital Projects, which are owned by the County and which are to be operated, managed and maintained by the Company pursuant to this Agreement (but excluding the County Facilities).

"Facility Shut-Down" shall mean the inability or failure of the Facility to Accept and Process any Solid Waste in accordance with the provisions of this Agreement for 30 consecutive Days except as a result of an Uncontrollable Circumstance, Change in Law or County Event of Default; provided, however, in the event the Company delivers a Notice to the County stating that it is physically abandoning the Facility, a Facility Shut-Down shall mean the Day after the Company physically abandons the Facility.

~~"Fines" shall mean soil, dirt, sand, grit and small organics which are removed from Recyclable Trash.~~

~~"Fines Guarantee" shall mean, for any Annual Period, an amount equal to 10% of the Recyclable Trash Accepted for Processing by the Company during such Annual Period.~~

"Firm Energy" shall mean that energy generated by the Electric Generating Facility which is sold to a third party pursuant to a contract providing for a guaranteed level of energy to be supplied.

"Garbage" shall mean: (i) waste which is typically collected as part of residential collection services; (ii) waste which includes kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food material; or (iii) mixed loads of Garbage and Trash.

"Garbage Tipping Floor" shall mean that area of the Garbage storage building upon which (i) Garbage Delivered to the Facility is deposited prior to being

placed in the Garbage storage pit, (ii) vehicles Delivering Garbage maneuver into position to deposit such Garbage and (iii) such vehicles travel to exit the Garbage storage building.

~~"Good Condition" shall mean, with respect to the Facility, that the Facility is in compliance with the criteria set forth in Appendix G.~~

"GP" shall have the meaning set forth in Recital B.

"Guarantee" shall mean the guarantee attached in the form of Appendix I.

"Guarantor" Shall have the meaning set forth in Recital ~~Q~~P.

"Hazardous Waste" shall mean any of the following substances Delivered to the Facility in a distinguishable form: (i) radioactive, toxic, pathological, biological and other hazardous wastes which according to applicable federal, state or local laws, statutes, rules, ordinances or regulations now or hereafter in effect require special handling in their collection, treatment, storage or disposal; (ii) asbestos, petroleum based products and human remains; or (iii) explosives and hazardous chemicals which are likely to cause damage or adversely affect the operation of the Facility or the ability of the Company to perform its obligations under this Agreement.

"Higher Heating Value" shall mean the Btu content or specific higher heating value of RDF derived from On-Site Waste, as determined by using the combustion system of the Facility as a calorimeter in accordance with a method to be agreed upon by the County and the Company.

"~~Increased Rate~~Incentive Fee" shall have the meaning set forth in Section 7.1.4~~.2.~~(a).

"Indemnified Company Party" shall mean each of the Company, the Guarantor and the GP and their respective officers, directors, agents, servants and employees.

"Indemnified County Party" shall mean each of the County and the Bond Engineer, and their respective officers, directors, agents, servants and employees.

"Inventory" shall mean spare equipment, useful parts, supplies, mobile equipment and consumables used for the Facility's operation and maintenance, but excluding Rolling Stock and tools.

"Landfill" shall mean the area designated by the County pursuant to this Agreement for the disposal of Ash.

~~"Loan Agreement" shall mean that certain Loan Agreement dated as of September 1, 1996 between the County and the Company.~~

"Letter of Credit" shall mean the Letter of Credit delivered by the Company to the County pursuant to Section 10.10.1. For the avoidance of doubt, the capitalized term "Letter of Credit" does not refer to any letter of credit delivered pursuant to Section 3.2 or Section 3.12.(b).

"Mayor" shall mean the Mayor of the County.

~~"MDWASD" shall have the meaning set forth in Section 4.2.~~

"MDWASD Improvements" shall mean each of the improvements located on the Site or at the Facility installed by, or under the control of, ~~MDWASD~~the County's Water and Sewer Department, except for the gravity sewer line delivering wastewater from the Facility to the lift station.

"Metals Processing Equipment" shall have the meaning set forth in Section 4.5.2

"MIC" shall have the meaning set forth in Recital B.

~~"Minimum Performance Standard" shall have the meaning specified in Part 2.II of Appendix B, Part 2.II of Appendix B-1 and Part 2.II of Appendix B-3, as adjusted pursuant to the provisions of this Agreement.~~

"Month" or "Monthly Period" shall mean a calendar month.

~~"Monthly On-Site Waste Guaranteed Tonnage" shall mean the minimum monthly quantity of On-Site Waste to be Delivered by the County to the Facility in any Month, which shall be computed by multiplying the daily processing amount of 3,096 Tons per Day times the difference between the number of Days in such Month and the number of Sundays in such Month, as adjusted pursuant to the provisions of this Agreement. In all events, the Monthly On-Site Waste Guaranteed Tonnage shall equal the Monthly On-Site Waste Processing Guarantee.~~

~~"Monthly On-Site Waste Processing Guarantee" shall mean the minimum number of Tons of On-Site Waste to be Processed by the Facility in any Month, which shall be computed for such Month by multiplying the daily processing amount of 3,096 Tons per Day times the difference between the number of Days in such Month and the number of Sundays in such Month, as adjusted pursuant to the provisions of this Agreement. In all events, the Monthly On-Site Waste Processing Guarantee shall equal the Monthly On-Site Waste Guaranteed Tonnage.~~

~~"Monthly Recyclable Trash Guaranteed Tonnage" shall mean the minimum monthly quantity of Recyclable Trash to be Delivered by the County to the Facility in any Month, which shall be 1/12 of the Annual Recyclable Trash Guaranteed Tonnage, as adjusted pursuant to the provisions of this Agreement. In all events, the Monthly Recyclable Trash Guaranteed Tonnage shall equal the Monthly Recyclable Trash Processing Guarantee.~~

~~"Monthly Recyclable Trash Processing Guarantee" shall mean the minimum number of Tons of Recyclable Trash to be Processed by the Facility in any Month, which shall be 1/12 of the Annual Recyclable Trash Processing Guarantee, as adjusted pursuant to the provisions of this Agreement. In all events, the Monthly Recyclable Trash Processing Guarantee shall equal the Monthly Recyclable Trash Guaranteed Tonnage.~~

"Net Trash Delivered" shall mean, for any Annual Period, an amount equal to ~~94~~100% of the Tons of ~~Recyclable Trash and~~ Trash (including Trash constituting Excess ~~Recyclable Trash~~On-Site Waste) Accepted for Processing during such Annual Period. Net Trash Delivered does not include Non-Processible Waste Delivered to the Facility.

"1985 Management Agreement" shall have the meaning set forth in Recital B.

"1987 Management Agreement" shall have the meaning set forth in Recital E.

"1990 Management Agreement" shall have the meaning set forth in Recital I.

"1991 Management Agreement" shall have the meaning set forth in Recital I.

"1996 Management Agreement" shall have the meaning set forth in Recital M.

"Non-Energy Attribute" shall mean any Environmental Attribute or any Renewable Energy Credit.

"Non-Processable Waste" shall mean waste materials contained in the Garbage and Trash waste streams that are likely to cause damage to the Facility, including its machinery, or impede production if Accepted for Processing, including, but not limited to: (i) liquid and gaseous waste, pressure vessels containing unknown liquids, solids or gases, gasoline tanks or cans, explosive or volatile materials such as paint thinners, cleaning agents, alcohol, gun powder, ammunition and any refuse that displays the same fire or explosion potential as above, (ii) concrete and other construction material and demolition debris, (iii) large items of machinery and equipment, including motor vehicle drive line components, trailers, agricultural equipment and marine vessels, (iv) machinery parts such as hydraulic pumps, gear reducers, steel shafts and gears, (v) steel plates, steel piping and bar stock, (vi) large appliances or white goods such as refrigerators, freezers and stoves; large pieces of household or office furniture such as sofas, reclining chairs, metal desks and mattresses; large vegetative debris items such as sections of tree trunks or branches larger than eight (8) inches in diameter or longer than six (6) feet, or similar items to those mentioned above, (vii) steel cable, wire rope, banding material or electrical transmitting wire in a bale or coil, which bale or coil is in excess of three (3) feet in length or three (3) feet in diameter, (viii) large bolts, bales or rolls of heavy vinyl, paper, textiles or clothing, nylon strapping or belts, cargo nets and fire hoses, or similar items, (ix) incinerator or other process residues, animal waste, sludge and manure, (x) tires which are aircraft-type tires and (xi) tires which are greater than 48 inches in diameter.

"Notice" shall mean a written notice complying with the requirements of Section 15.3.

~~"Okeelanta" shall mean New Hope Power Partnership, a Florida general partnership, and its successors and assigns.~~

~~"Okeelanta Agreement" shall mean the Biomass Fuel Supply Agreement dated April 26, 2006 between the Company and Okeelanta, as such agreement may be amended from time to time.~~

"On-Site Waste" shall mean Garbage and Trash ~~(excluding Recyclable Trash).~~.

"Operating Reports" shall mean the Operating Reports referred to in Section 3.3.2 prepared by the Company relating to operation, maintenance and repair of the Facility.

~~"Operating Standards" shall mean those Operating Standards set forth in Appendix B with respect to the Capital Improvements, Appendix B-1 with respect to the Retrofit, Appendix B-2 with respect to the Additional Improvements and Appendix B-3 with respect to the Recyclable Trash Improvements, as adjusted pursuant to Section 13.2.~~

~~"PEF" shall mean Progress Energy Florida, formerly known as Florida Power Corporation.~~

~~"PEF Contract" shall mean the Negotiated Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility executed on March 15, 1991 between the County and PEF and the Settlement Agreement executed November 16, 1993 between the County and PEF.~~

~~"Performance Standards" shall mean those Performance Standards and Performance Test Protocols specified in Appendix A with respect to the Capital Improvements, Appendix A-1 with respect to the Retrofit, Appendix A-2 with respect to the Additional Improvements and Appendix A-3 with respect to the Recyclable Trash Improvements, as adjusted pursuant to Section 13.2.~~

"Pass Through Costs" shall have the meaning set forth in Section 7.1.2.

"Person" shall mean any individual or entity, including, without limitation, any corporation, business trust or partnership.

"Pharmaceutical Collection and Destruction" shall mean the controlled collection of post-consumer pharmaceuticals, including associated packaging, transportation to, and assured final disposition in a waste to energy facility regulated by the U.S. EPA as a municipal waste combustor or in a hazardous waste incinerator.

"Plans and Specifications" shall mean: (i) with respect to the Capital Improvements, the plans and specifications applicable to the Capital Improvements as described in Appendix D to the Existing Agreement and as hereafter provided to the County by the Company; (ii) with respect to the Retrofit, the plans and specifications applicable to the Retrofit as described in Appendix D-1 to the Existing Agreement and as hereafter provided to the County by the Company; (iii) with respect to the Additional Improvements, the plans and specifications applicable to

the Additional Improvements as described in Appendix D-2 to the Existing Agreement and as hereafter provided to the County by the Company; and (iv) with respect to the Recyclable Trash Improvements, the plans and specifications applicable to the Recyclable Trash Improvements as described in Appendix D-3 to the Existing Agreement and as hereafter provided to the County by the Company; all as adjusted pursuant to Section 13.2.

"Prior Guarantee" shall have the meaning set forth in Recital K.

"Prior Letter Agreements" shall have the meaning set forth in Recital ~~O~~N.

"Process", "Processed" and "Processing" shall mean ~~(a)~~ with respect to On-Site Waste, the method by which: (i) Recovered Materials are separated from On-Site Waste, either before or after shredding and disposal, other than by return to the County; (ii) Non-Processable Wastes and Rejects are separated from On-Site Waste for disposal by the County or as directed by the County; (iii) the remainder of such On-Site Waste is either shredded and burned as RDF or is disposed of by mutual consent of the Company and the County so long as it is not disposed of in a County-owned landfill other than with the consent of, or at the direction of, the County; and (iv) steam is produced therefrom which is used by the Electric Generating Facility to generate electricity for use by the Facility and for sale to third parties or for use by the County or the steam is condensed and the condensate is recycled~~, and (b) with respect to Recyclable Trash, the method by which (i) Recovered Materials are separated from Recyclable Trash, either before or after shredding and disposal, other than by return to the County, except for a portion of the Fines which are returned to the County; (ii) Non-Processable Wastes and Recyclable Trash Rejects are separated from Recyclable Trash for disposal by the County or as directed by the County; and (iii) the remainder of such Recyclable Trash is shredded and delivered as Biomass Fuel to a third party by the Company~~.

~~"Qualified Swap Payment" shall have the meaning set forth in the Trust Indenture.~~

"Qualifying Facility" shall mean a small power production facility meeting all of the requirements for a "qualifying small power production facility" set forth in the Public Utility Regulatory Policies Act of 1978, as amended from time to time, and in Part 292 of the rules and regulations of the Federal Energy Regulatory Commission (or any successor thereto) thereunder and by the applicable Florida Public Service Commission rules.

"RDF" shall mean refuse-derived fuel.

"Recovered Materials" shall mean all materials~~, including Biomass Fuel and Fines,~~ which are removed from Accepted Solid Waste at the Facility and which are sold, reused or otherwise not returned to the County for disposal at a landfill.

~~"Recyclable Trash" shall mean a subset of the Trash waste stream which is suitable for conversion to Biomass Fuel and Fines, as specifically set forth in Section 5.7.~~

~~"Recyclable Trash Fee" shall have the meaning set forth in Section 7.1.1(a).~~

"Recyclable Trash Improvements" shall mean the improvements to the Facility which allow the Facility to Process ~~Recyclable~~ Trash and produce ~~Biomass Fuel~~RDF.

"~~Recyclable Trash~~ Rejects" shall mean material which is not suitable for use as ~~Biomass Fuel~~RDF and which, except as provided in Section 6.14(g), is returned by the Company to the County for disposal, excluding Non-Processable Waste, Hazardous Waste and tires. Tires commingled with ~~Recyclable~~ Trash Delivered to the Facility shall ~~not~~ count toward the County's Annual ~~or Monthly Recyclable Trash Guaranteed Tonnage but shall count toward the County's Annual and Monthly~~ On-Site Waste Guaranteed Tonnage and shall be processed by the Company in accordance with Section 4.12.2. The Company shall be paid the Tires Tipping Fee for processing such tires~~, but the Company shall not be paid the Solid Waste Tipping Fee for such tires.~~.

~~"Recyclable Trash Rejects Guarantee" shall mean, for any Annual Period, an amount equal to 17.6% of the Recyclable Trash Accepted for Processing by the Company during such Annual Period.~~

~~"Recyclable Trash Separation Floor" shall mean that area within the Trash storage building upon which Recyclable Trash is placed for the purpose of separating out reject materials prior to its placement in the Trash storage pit.~~

"Reject Overs" shall mean the material that constitutes a portion of the ~~Recyclable Trash~~ Rejects and that is Processed through the Recyclable Trash Improvements, which exits the ~~tertiary~~secondary trommel and is conveyed to the ~~Biomass~~ bunker area of the Facility.

~~"Reject Overs Guarantee" shall mean an amount of Recyclable Trash Rejects, including Reject Overs, equal to 10.9% of the Recyclable Trash Accepted for Processing by the Company in an Annual Period, which amount shall not count toward the Recyclable Trash Rejects Guarantee.~~

"Rejected Loads" shall mean individual truckloads of Solid Waste the majority of which (i.e., more than 50% by volume) consists of Non-Processable Waste or Hazardous Waste.

"Renewable Energy Credit" shall mean any existing or any future credit, benefit, renewable energy certificate, green-tag, or other tradable and transferable indicia, howsoever entitled, named, registered, created, measured, allocated, validated, hereafter recognized or deemed of value (or both) by any person or entity, including any person, business, governmental or other entity, representing any measurable and verifiable aspect, claim, characteristic or benefit identified, attributed to, or associated with the generation, purchase, sale, delivery or use of a quantity of electric energy by the Facility or any third party source during the Term that (a) corresponds to the displacement of an equal quantity of electric energy calculated in MWh from conventional fossil fuel generation resources or (b) represents or is recognized by any person or entity, including any business, governmental or other entity as representing, an equal quantity of renewable, green, sustainable or similarly described electrical energy, that in either case (a) or (b), could qualify or does qualify for application toward compliance with any local, state, federal, regional or international renewable energy portfolio standard or could be sold or transferred in any voluntary market for renewable energy credits or supplies.

"Residue" shall mean Ash, Unders and other material resulting from Processing, including soil, dirt, sand, grit and small organics which are removed from Trash (other than Residue which is sold, reused or otherwise not returned by the Company to a County-owned landfill and Non-Processable Waste).

~~"Residue Guarantee" shall mean the Residue Guarantee described in Appendix B, Part 2, I, Full Performance Standard, Section B and Appendix B-1, Part 2, I, Full Performance Standard, Section B.~~

"Retrofit" shall mean the retrofit of the Facility with the AQCS, in accordance with the provisions of Appendices A-1, B-1, C-1 and D-1 to the Existing Agreement.

"Rolling Stock" shall mean vehicles (both on-the-road and off-the-road) owned by the Company used in the operation and maintenance of the Facility.

"Scalehouse" shall mean the equipment and structures used by the County to weigh incoming and outgoing vehicles at the Facility.

"Schedule of Estimated Weights and Values" shall mean the schedule of estimated weights filed pursuant to Section 15-25 of the Code of Miami-Dade County, as the same is amended from time to time.

"Scrubbers" shall mean the air pollution control devices constituting a portion of the Retrofit and otherwise more specifically described in Part J of Appendix D-1 to the Existing Agreement.

-"Semi-Monthly Period" shall mean, as applicable, either the 15 Day period from the first Day of any Month through the 15th Day of the same Month, or the period from the 16th Day of any Month through the last Day of the same Month.

"Service Fee" shall have the meaning set forth in Section 7.1.

"Shop Drawings" or "Drawings" shall mean all drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Company, a Contractor, a manufacturer, a supplier or distributor, and which generally specify the equipment, material or some portion of the Work.

"Site" shall mean that certain real property located in Miami-Dade County, Florida the legal description of which is set forth in Appendix E.

"Solid Waste" shall mean all residential, governmental, commercial and industrial waste and refuse of the type collected and disposed of in the County, including those small amounts of Non-Processable Waste and Hazardous Waste found within the normal waste and refuse stream of the County, and including On-Site Waste (consisting of Garbage and Trash~~) and Recyclable Trash.~~).

~~"Solid Waste Tipping Fee" shall mean the Tipping Fee described in Section 7.1.1(a), as adjusted pursuant to Section 7.1.6 and Section 12.3.~~

"Specialty Waste" shall mean non-hazardous commercial and industrial solid waste, the disposal of which requires special handling.

"Stockpile" or "Stockpiling" shall mean causing or suffering accumulations of (i) Garbage on the Garbage Tipping Floor or (ii) Trash ~~(including Recyclable Trash)~~ on the Trash Tipping Floor, the entirety of which cannot be placed in the Garbage storage pit or the Trash storage pit or the ~~Recyclable~~ Trash Separation

Floor, as applicable, within one (1) hour of an oral or written request by the County to clear the Garbage Tipping Floor or the Trash Tipping Floor.

~~"Swap Agreement" shall have the meaning set forth in the Trust Indenture.~~

~~"Swap Provider" shall have the meaning set forth in the Trust Indenture.~~

"Term" shall have the meaning set forth in Section 2.1.

"Tires Tipping Fee" shall mean the ~~collective reference to the Solid Waste Tipping Fee and the Tires Tipping Fee (all as reduced by the Capital Adjustment) and the Capital Tipping Fee and any Tipping Fee agreed to between the County and the Company with respect to Unders, as contemplated by Section 4.13.1.~~

~~"Tires Tipping Fee" shall mean the Tipping Fee~~tipping fee described in Section 7.1.~~1(d),~~3, as adjusted pursuant to Section 7.1.6 and Section 7.1.~~1(d).~~3.

"Ton" shall mean 2,000 pounds avoirdupois, or 0.907 metric tons (also known as a "short ton").

"Total Steam Produced" shall mean the sum of the klbs of steam produced by each of the four (4) boilers at the Facility during any Annual Period.

"Trash" shall mean waste which is typically collected as part of trash or bulky waste collection service or originating at County neighborhood Trash & Recycling Centers.

"Trash Non-Processables Guarantee" shall mean an amount of Non-Processable Waste which is segregated by the Company from Trash ~~(including Recyclable Trash)~~ for removal by the County, the amount of which shall not exceed six percent (6%) of all Trash Accepted for Processing at the Facility.

"Trash Separation Floor" shall mean that area within the Trash storage building upon which Trash is placed for the purpose of separating out reject materials prior to its placement in the Trash storage pit.

"Trash Tipping Floor" shall mean that area of the Trash storage building upon which Trash ~~(including Recyclable Trash)~~ Delivered to the Facility is deposited prior to being placed in the Trash storage pit or being pushed to the ~~Recyclable~~ Trash Separation Floor.

~~"Trust Indenture" shall mean that certain Trust Indenture dated as of September 1, 1996 between the County and SunTrust Bank, Central Florida, National Association, as Trustee, in respect of the Bonds, and any other trust indenture entered into in replacement or substitution therefor with the same or any other Trustee.~~

~~"Trustee" shall mean the Trustee for the Bonds as set forth in the Trust Indenture.~~

"2010 Letter Agreement" shall have the meaning set forth in Recital ~~P~~ O.

~~"Unamortized Capital Cost" shall mean the amount determined in accordance with Section 11.7.~~

~~"Unbudgeted Disposal Cost Fee" shall mean $3.45 per Ton (as of October 1, 2009, subject to adjustment as provided in Section 7.1.6(a)).~~

"Unclean Tires" shall mean any tires (other than tires which constitute Non-Processable Waste) which are not Clean Tires.

"Uncontrollable Circumstance" shall mean:

(i) an act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, drought, flood, sabotage or similar occurrence, national emergency, epidemic, pandemic, acts of a public enemy, cyber-attack, extortion, war, embargo, blockade or insurrection, riot or civil disturbance or demonstration, a strike on the part of Persons other than the County's employees where the County can demonstrate that it cannot provide an acceptable substitute ~~or~~, a strike on the part of third-party contractors, subcontractors, materialmen, suppliers or their subcontractors other than the Company's and Affiliates' employees where the Company can demonstrate that it cannot provide an acceptable substitute, or labor shortage experienced by the Company resulting from one or more mandates imposed by applicable law;

(ii) the delay, failure to issue or failure to renew, or the suspension, termination or interruption of, any permit, license, consent, authorization or approval necessary for the acquisition, design, construction, installation, equipping, start-up or testing of the Capital Projects, or the management, operation, maintenance or possession of the Facility, provided, however, that as a condition precedent to a party's reliance on an Uncontrollable Circumstance, the party shall make payment

of all penalties required to be paid immediately and shall comply with any preliminary injunctive relief granted with respect to the acts or omissions of the party relying thereon during any period of contesting in good faith;

(iii) the failure of any appropriate federal, state, county or city public agency or private utility having operational jurisdiction in the area in which the Facility is located, to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Site which are required for and essential for operation of the Facility;

(iv) the condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Facility, the Site, the County Facilities or any material portion or part thereof by the action of any federal, state or local government or governmental agency or authority;

(v) until the installation by the Company and acceptance by the County of a dump condenser or a similar system, shortages or interruptions at the Electric Generating Facility lasting more than five (5) Working Days on a continuous basis other than one caused by the Company's failure to properly maintain and operate the Electric Generating Facility in accordance with customary operating practices, but after such installation and acceptance, this shall no longer be considered an Uncontrollable Circumstance;

(vi) the entry of a valid and enforceable injunctive or restraining order or judgment of any federal or state administrative agency or governmental officer or body (specifically excluding the decisions of any courts interpreting tax laws), having jurisdiction thereof if such order or judgment is not the result of the negligent or willful act, or failure to act, of the non-performing party (the contesting in good faith of any order or judgment shall not constitute or be construed as a willful or negligent act);

(vii) discovery at the Site of any archaeological find of significance, or any Hazardous Waste or other adverse subsurface condition existing at the Site prior to June 20, 1985 or any Hazardous Waste that has migrated to the Site; or

(viii) discovery of underground utilities on the Site which are not shown on record drawings;

provided, however, that Uncontrollable Circumstance shall not be deemed to include any act, event or condition not described in subparagraphs (i) through (viii) above, or any act, event or condition described therein over which a

party relying thereon (including any third party for whose performance such party is responsible) reasonably has influence or control and is not the result of a willful or a negligent action or omission of the party relying thereon or its agents, representatives, employees or subcontractors~~.~~; provided such exclusion shall not apply to a third-party with respect to cyber-attacks to the extent such third-party is employing commercially reasonable preventative measures. Among other things, Uncontrollable Circumstance shall not include: (a) any act, event or condition arising out of labor difficulties or labor shortages of the Company or its Affiliates or the County, except as otherwise provided above; (b) the acts or omissions of third-party contractors, materialmen or suppliers or their subcontractors who are under contract to fulfill any obligations in furtherance of or pursuant to the operation and maintenance of the Facility; (c) any explosion or fire within the Facility subject, however, to the provisions of Section 5.15; or (d) any judicial or administrative order directing compliance with environmental requirements which requirements were in existence as of October 20, 1987 for the Capital Improvements and as of December 20, 1990 with respect to the Capital Projects.

"Unders" shall mean the residue product of the Garbage Processing system.

"Waste Management Agreement" shall mean the waste disposal agreement between the County and Waste Management Inc. of Florida dated July 31, 1998.

"Waste Management Hierarchy" shall have the meaning set forth in Section 6.4.2.

"Weekly Period" or "Week" shall mean the period of time commencing at 12:00 a.m. on Monday and terminating at 12:00 midnight on the following Sunday.

"Work" shall mean with respect to the Retrofit, the Additional Improvements and the Recyclable Trash Improvements, the specific undertakings of the Company required by this Agreement for the design, engineering, acquisition, construction, installation, permitting, start-up, testing and warranting of the Retrofit, the Additional Improvements and the Recyclable Trash Improvements as described in Appendices D-1, D-2 and D-3 to the Existing Agreement, respectively.

"Working Day" shall mean any day from Monday through Friday, except for holidays observed by the County.

"Zero Waste" shall mean efforts to reduce Solid Waste generation to nothing, or as close to nothing as possible, by minimizing excess consumption and maximizing the recovery of Solid Wastes through Recycling and Composting.

1.2 Interpretation. In this Agreement the singular includes the plural and the plural includes the singular; words importing any gender include all other genders; references to statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, facsimile reproduction, electronic reproduction (e.g., PDF file), email and other means of reproducing words in a tangible or electronic visible form; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to recitals, articles, sections (or subdivisions of sections), appendices, exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached to such agreements or other contractual instruments and all amendments, supplements and other modifications to such agreements or other contractual instruments, but only to the extent such amendments, supplements and other modifications are not prohibited by the terms of this Agreement; and references to Persons include their respective permitted successors and assigns and, in the case of Persons acting on behalf of any governmental authority or agency, Persons succeeding to their respective functions and capacities.

Article II

TERM

2.1 Term. Unless otherwise terminated in accordance with the provisions of this Agreement, the Term of this Agreement shall commence as of 12:01 A.M. on October 1, 2009~~2009~~2022 and expire at midnight on ~~October 31, 2023.~~September 30, 2027. The Term shall be automatically extended for ~~up to four additional~~a five ~~-~~-year renewal ~~terms (i.e., the fourth and final renewal~~ term ~~would expire on October 31, 2043~~(until September 30, 2032) unless either the County or the Company ~~or the County~~ delivers Notice to the other party, at least one (1) year prior to the expiration of the then current term ~~or renewal term~~, that ~~it elects for this Agreement to terminate~~ the Term shall expire at ~~the expiration of the then current term or renewal term~~midnight on September 30, 2027.

Article III

GENERAL OBLIGATIONS OF COMPANY

3.1 Use of the Facility. The Facility shall be used by the Company solely for the operation and maintenance of the Facility in accordance with the provisions of this Agreement. Except as set forth in Sections 6.14(f), 6.14(h) and 7.6, the Company shall not knowingly use the Facility to Accept Solid Waste generated from any source outside the boundaries of the County (unless expressly approved in writing by the County).

3.2 Guarantee by the Guarantor. The Guarantor has guaranteed all of the obligations of the Company to the County under this Agreement pursuant to the Guarantee executed in favor of the County on February 1, 2010. At the Company's election, the Company may substitute for the Guarantee a letter of credit in the amount of $5,000,000 issued by a mutually acceptable financial institution. The letter of credit may be drawn upon by the County in the same circumstances under which the Guarantor is required to make payments to the County under the Guarantee. The amount of the letter of credit shall increase by $1,000,000 on each of the first five (5) anniversaries of its issuance, until the amount of the letter of credit is $10,000,000. Upon the delivery of the $5,000,000 letter of credit to the County, the Guarantee shall be null and void and of no further force or affect, and the County shall mark the original executed Guarantee "cancelled" and return it to the Guarantor.

3.3 Maintenance of and Access to Records.

3.3.1 Location of Documents. The Company shall maintain all books, records, Plans and Specifications, Drawings and other documentation required by this Agreement at the Facility during the Term of this Agreement.

3.3.2 Operating Reports. The Company shall provide monthly Operating Reports to the County. The County, its employees, representatives and agents (including consultants) shall, at all times, have unlimited access ~~to~~ (including the right to make copies at the County's expense) to any additional reports regarding the operation, maintenance and repair of the Facility prepared by the Company or by third parties on behalf of the Company. The County shall also have unlimited access ~~to~~ (including the right to make copies at the County's expense) to raw operating data and maintenance and repair information, including, but not limited to, operator logs, strip charts, computer printouts and electronically-stored data. The Company shall provide the County information in electronic or hard-copy form, as specified by the

County, from currently available data, and, if both parties agree, shall connect the County's computer with the Company's computer to ~~electronically~~ retrieve computerized information electronically.

3.3.3 Technical Information. The Company shall prepare operating and maintenance manuals, capital components replacement schedules, tables of organization containing job descriptions and necessary skills, and such other written material as may be reasonably necessary for the operation and maintenance of the Facility and which shall be updated by the Company whenever appropriate. The County and the Company shall agree to computerize this information at the County's expense. The County shall, at all times, have full and complete access to this technical information, including the right to own, possess and duplicate the information at the County's expense. It is the intent of the parties that the ~~technical information referred to in such~~ technical information be sufficiently detailed to enable the County to operate and maintain the Facility in the event that this Agreement is terminated or expires as set forth herein.

3.3.4 Facility Plans and Specifications. The County shall have unlimited access ~~to~~ (including the right to make copies at the County's expense) to all Plans and Specifications applicable to the Facility and the Site.

3.3.5 Other Company Records. The County shall have access to all information, records and documents (including consultant or other third party documents) in the possession or control of the Company, relating to the construction of the Capital Improvements and the Capital Projects and to the operation and maintenance of the Facility, other than that information in the possession of the Company relating solely to the Company's financial status, the cost of operating the Facility, the Company's personnel records and intercompany and intracompany correspondence and memoranda which do not refer to or relate to health, safety or environmental issues. Other than as described in this Section 3.3.5, the Company shall have no entitlement to withhold any documents or information from the County which may constitute trade secrets or proprietary information relating to the Work or the Facility. Nothing contained in this Section 3.3.5 shall be construed as a limitation upon any rights of discovery which the County may possess under applicable law or Rules of Civil Procedure in the event of litigation.

3.3.6 Commission Audit, County Audit and County Inspector General. Upon ten (10 ~~days'~~) days Notice, the Company shall make available to the County, Office of the Inspector General, and/or Commission Auditor for inspection and copying all relevant records and documents in the possession or control of the Company requested in connection with any audit or review of the Company's

performance in compliance with the terms and conditions of this Agreement. The Company shall comply with all applicable provisions of the ~~County~~ Code~~,~~ of Miami-Dade County, Fla. (the "Code"), including ~~County Code~~ Section 2-1076~~,~~ of the Code. The Office of the Miami-Dade County Inspector General ~~((~~"OIG~~), which~~"), has the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. Section 2-1076 of the ~~County~~ Code provides that the OIG shall have the power to subpoena witnesses, administer oaths and require the production of records.

3.4 Compliance With All Other Applicable Laws. Except as otherwise provided in Section 3.5 below, the Facility shall be operated and maintained in compliance with all applicable laws (including all Environmental Laws) and the rules and regulations of all public bodies having jurisdiction thereof, including, but not limited to, compliance with the requirements of the South Florida Building Code, the terms and conditions of permits, licenses, approvals and certifications (including the Facility's site certification under the Florida Power Plant Siting Act) applicable to the Facility and the Site, and the terms of the Consent Order, except for paragraphs 5(a) and 5(h) thereof. At its sole expense, the Company shall obtain as and when required all permits and licenses required by any applicable law, ordinance, rule or regulation for any improvements made in accordance with this Agreement to the extent the same are obtainable by the Company; provided, however, that for (i) improvements made as a result of a Change in Law or an Uncontrollable Circumstance and (ii) any other improvements the cost of which is paid for by the County, including Capital Maintenance Costs, the County shall pay for such permits and licenses.

3.5 Compliance with Environmental Laws~~.~~.

3.5.1 Company Liability. Notwithstanding the provisions of Section 3.4, the Company shall have no liability to the County for any violation of Environmental Laws (nor shall such violation of such Environmental Laws constitute a Company Event of Default or breach of this Agreement) which is attributable to circumstances or events occurring or existing prior to June 20, 1985, including, but not limited to, the oil spill in the oil storage area of the Facility or violations of Environmental Laws which are attributable to the acts or omissions of any Person other than the Company and its agents and employees. From and after October 20, 1987 and throughout the Term of this Agreement, the Facility shall be operated, maintained and repaired in full compliance with all Environmental Laws, the conditions of permits and certifications applicable to the Facility and the Site, and the terms of the Consent Order, except for paragraphs 5(a) and 5(h) thereof.

3.5.2 Company Indemnity. The Company shall be fully and completely responsible, regardless of fault, to the County for any and all liability of the County for and also hereby indemnifies and agrees to hold each Indemnified County Party harmless from, and make whole each such Person from and against, any and all damages, claims, losses, charges, costs or liabilities (including fines, penalties, damages and reasonable attorneys' fees and expenses) contingent or otherwise, of every kind and nature that such Person might sustain or have sustained by reason of or arising out of violations of Environmental Laws arising at the Facility (including violations in connection with the performance of the Work) from July 1, 1988 to the end of the Term attributable to the acts or omissions of the Company and its agents and employees, or attributable to the failure of the Scrubbers to operate at or above the ~~Performance Standards attributable thereto~~standards set forth in the Facility's applicable environmental permits, provided, however, that in no event shall the Company be liable to any Indemnified County Party (i) for violations of Environmental Laws caused by the failure to construct a trash storage building until September 30, 1988, (ii) to the extent of violations of Environmental Laws which the Company can establish were caused by (x) the willful or negligent actions or omissions of any Indemnified County Party (including, but not limited to, all Persons transporting to and from the Facility all Solid Waste, Hazardous Waste, Non-Processable Waste, Residue, Ash, Garbage, Trash, ~~Recyclable Trash, Fines, Recyclable Trash~~ Rejects or Unders, whether or not Accepted or Delivered), to the extent of such willful or negligent actions or omissions, or (y) Persons other than the Company and its agents and employees, (iii) for violations of Environmental Laws to the extent attributable to any Ash produced by the Facility or any groundwater contamination or Hazardous Waste identified by an environmental audit to have been caused by any source not located on the portion of the Site under the control of the Company, (iv) for any contamination identified by an environmental audit to have been caused by the 58th Street landfill or the County Facilities, (v) for violations of Environmental Laws to the extent attributable to circumstances or events occurring or existing prior to June 20, 1985, including, but not limited to, the oil spill in the oil storage area of the Facility, and (vi) for violations of Environmental Laws attributable to the County Facilities or any modification or addition installed by the County (including the Retrofit) except those violations caused by the Company's operation and maintenance of such additions or modifications, nor shall any of the events or circumstances described in the foregoing clauses (i) through (vi) constitute a Company Event of Default or breach of this Agreement on the part of the Company. Except as otherwise provided in this Section 3.5, the Company shall be responsible for the payment of any and all fines or assessments entered by a court of competent jurisdiction due to the Facility's failure to comply with the terms of the Consent Order. Except as provided in this Section 3.5.2, the Company shall perform the Work

so that during and after construction and installation of the Capital Projects, the Facility shall be at all times in compliance with Environmental Laws. The Company shall undertake at the County's expense the defense of any proceeding relating to a violation by the Company of Environmental Laws which the County requests it to undertake.

3.5.3 County Indemnity. Throughout the Term of this Agreement, the County shall be fully and completely responsible for, and hereby indemnifies and agrees to hold each Indemnified Company Party harmless from, and make whole each such Person from and against, any and all damages, claims, losses, charges, costs or liabilities (including fines, penalties, damages and reasonable attorney's fees and expenses) contingent or otherwise, of every kind and nature that such Person might sustain or have sustained by reason of (x) the violation of Environmental Laws by the County or its agents or employees (including, but not limited to, all Persons transporting to and from the Facility all Solid Waste, Hazardous Waste, Non-Processable Waste, Residue, Ash, Garbage, Trash, ~~Recyclable Trash, Fines, Recyclable Trash~~ Rejects or Unders, whether or not Accepted or Delivered) so long as a Company employee has not instructed a County employee in, or exercised control over, the action which creates the violation, or (y) any obligation of the Company, its agents and employees, or the County, its agents and employees, to handle, treat, remove or remediate any Hazardous Waste on, under or above the Facility, the Site or the County Facilities (including, without limitation, for purposes of this Section, all air, soil and groundwater related thereto) which was present on or before June 20, 1985 (whether or not detected or detectable prior to such date), or (z) any obligations based on Environmental Laws which are attributable to the acts or omissions of the County or its agents or employees or any Persons transporting to and from the Facility all Solid Waste, Hazardous Waste, Non-Processable Waste, Residue, Ash, Garbage, Trash, ~~Recyclable Trash, Fines, Recyclable Trash~~ Rejects or Unders, whether or not Accepted or Delivered, other than the Company, its agents and employees, so long as a Company employee has not instructed a County employee or any other Person in, or exercised control over, such acts or omissions.

3.5.4 Notice of Violations. If, at any time, the Company or the County has knowledge that a violation of Environmental Laws arising at the Facility, the Site or the County Facilities has occurred and is continuing (including a violation of Environmental Laws which could have an effect on the employees or users of the Facility, the Site or the County Facilities or on people residing in the vicinity of the Facility, the Site or the County Facilities), then the Company or the County, as the case may be, shall immediately provide Notice to the other party of such violation. The County and the Company shall thereafter promptly confer to determine the

corrective action necessary to remedy such violation and the responsibility for the cause thereof pursuant to Sections 3.5.2 and 3.5.3. The responsible party shall thereafter have a reasonable period of time to commence implementation of corrective action, but in no case shall this time period exceed seventy-two (72) hours, unless otherwise allowed by applicable law (including applicable Environmental Laws) or a court or governmental agency having jurisdiction over the County Facilities, the Site or the Facility, as the case may be. In addition to the other remedies provided in this Section 3.5.4, the County or the Company, as the case may be, may institute a civil action in a court of competent jurisdiction to seek injunctive relief to require the Company's or the County's compliance with any Environmental Laws; to enjoin any violation of Environmental Laws at the Facility, the Site or the County Facilities, as the case may be; to prevent irreparable injury to the air, waters and property, including animal, plant or aquatic life of the County, or to protect human health, safety and welfare caused or threatened by any violation of Environmental Laws by the Company or the County, as the case may be.

3.6 Access to Site and Facility.

3.6.1 Maintenance of Offices. Throughout the Term of this Agreement, the County and the Bond Engineer may maintain such offices at the Facility as are presently in existence or as deemed necessary by the County and the Company in the future.

3.6.2 General Access. The Company shall afford full and complete access to the Site and to the Facility (other than the Company's business offices located at the Facility) to the County, its employees, agents and authorized representatives and the Bond Engineer, as well as to employees and agents of public authorities having regulatory jurisdiction over the Site or the Facility. As provided in Section 6.2, the County shall afford full and complete access to the Site, the Facility and the County Facilities to the Company, its employees, agents and authorized representatives. The County shall provide the Company with a list of the County's employees, agents and representatives who shall have such access to the Facility, other than those employees having regulatory jurisdiction over the Site or the Facility. The County shall also be entitled to bring additional guests to the Facility on reasonable notice to the Company. Good faith efforts shall be used to conduct such visits in a manner so as not to cause unreasonable interference with the Company's operation and maintenance of the Facility.

3.6.3 Conduct of Tests. The access afforded the employees and agents of the County, the Company or of public authorities having regulatory jurisdiction over the Site, the Facility or the County Facilities shall include the right to conduct

such tests as are deemed appropriate by the County or the Company pursuant to the terms of this Agreement or by the employees and agents of said regulatory agencies in the discharge of their regulatory duties or to establish the facts and circumstances regarding any of the matters referred to in Section 3.5. Good faith efforts shall be used to conduct such visits in a manner so as not to cause unreasonable interference with the Company's or the County's operation and maintenance of the Facility, the Site or the County Facilities.

3.6.4 Emergency Access. Notwithstanding anything herein to the contrary, in the event of an emergency involving the Facility, the Site or the County Facilities, the Company and the County shall cooperate in good faith to afford full and unrestricted access to all Persons responding to such emergency situation.

3.6.5 No Responsibility Through Access. When the authorized representatives of the County, including its employees, agents and authorized representatives and the Bond Engineer, are at the Facility, they shall not be responsible to the Company for, nor authorized to approve or disapprove, the Company's means, methods, techniques, sequences or procedures of construction, operation, testing or safety precautions and programs incident thereto, or the Company's other obligations hereunder, and will not be responsible to the Company for the Company's failure to perform the obligations required under this Agreement.

3.6.6 Assumption of Risk. All persons entering the Facility shall comply with all safety and other reasonable rules set by the Company and, at the request of the Company, each third party guest entering the Facility shall sign a written statement assuming the risk for any damage he or she suffers during his or her visit to the Facility, other than that which is caused by the gross negligence or intentional misconduct of the Company.

3.6.7 Fencing. The Company shall maintain a fence around the perimeter of the Facility, provided, however, that the gates to such fence shall remain open during the operating hours of the Facility and appropriate County employees shall, at all times, have keys to the locks on such fence.

3.7 Provision of Technical Personnel. The Company shall consult with and shall provide the County with technical personnel to participate in meetings and hearings requested by various regulatory agencies and the Board of County Commissioners. Any travel expenses incurred by the Company at the request of the County hereunder shall be reimbursed in accordance with state law limitations governing travel expenses.

3.8 Actions During Emergencies. In emergencies affecting the safety of persons or property at the Facility, the Site or the County Facilities, the Company, without special instruction or authorization from the County, shall act at its discretion to prevent or minimize threatened damage, injury or loss and shall be fully protected from acting in such discretion so long as such discretion was exercised in good faith and with reasonable prudence and diligence.

3.9 Taxes. The Company shall pay ~~all~~the following federal, state and local taxes applicable to its operation and maintenance of the Facility~~, including, but not limited to,~~ : corporate taxes, income taxes and payroll and employee benefit taxes~~.~~ . All other taxes payable by the Company in connection with the operation and maintenance of the Facility, including, but not limited to, Florida Sales and Use Tax, real and personal property taxes and duties payable with respect to equipment imported from foreign countries, ~~provided, however, that if any of the equipment purchased for the Facility is eligible for an exemption from the Florida Sales and Use Tax, or if an exemption for property taxes exists as a matter of law, the County and the Company agree to take reasonable steps and to use their mutual good faith efforts to utilize any and all exemptions, deductions or credits available with respect to said taxes~~shall constitute Pass Through Costs in accordance with Section 7.1.2. In the event that a tax is imposed after the date hereof on the services provided by the Company to the County hereunder, the County shall be responsible for paying the Company one hundred percent (100~~%~~%) of the total tax imposed ~~on the Tipping Fees~~.

3.10 Employment. The Company shall employ and supervise adequate personnel to carry out this Agreement in accordance with its provisions. In connection with the carrying out of this Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, sex, age, handicap, marital status, creed, color or national origin. The Company shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, sex, age, handicap, marital status, creed, color or national origin (as provided for, without limitation, in Title VI of the Civil Rights Act of 1964 and the Florida Human Rights Act of 1977). Such action shall include employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. This obligation of nondiscrimination shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

3.11 Meetings With County. Authorized representatives of the County and the Company shall meet twice monthly to discuss matters of mutual concern regarding the Facility. The Bond Engineer may be present at such meetings.

3.12 Annual Certificate.

(a) On or before April 30, ~~2011~~2022, and on or before April ~~30~~30th of each year thereafter throughout the remainder of the Term, the Company shall deliver to the County a certificate (the "Annual Certificate") executed by an independent firm of certified public accountants of recognized national standing certifying that "Based upon Covanta Holding Corporation's audited financial statements, Covanta Holding Corporation's net worth as of its year end was at least $45,000,000."

(b) For the purpose of this Section, the term "net worth" shall mean the Guarantor's total assets less total liabilities on a consolidated basis. In the event the Guarantor's accountants cannot provide the Annual Certificate by April ~~30~~30th of any year, then the Company shall have sixty (60) days to provide a letter of credit to the County in an amount equal to the difference between $45,000,000 and the Guarantor's net worth as certified by the Annual Certificate. Such letter of credit may be drawn upon by the County in the same manner as the letter of credit provided for in Section 10.10 and shall remain in effect until such time as the Guarantor's accountants certify that the Guarantor's net worth is at least $45,000,000. Notwithstanding the foregoing, the failure by the Guarantor's accountants to deliver the Annual Certificate shall not constitute a breach of this Agreement or a Company Event of Default.

(c) In the event the Guarantor undergoes a corporate restructuring, the references to the "Guarantor" in subsections (a) and (b) of this Section 3.12 shall be deemed to be references to the Guarantor successor in interest, as identified to the County in a Notice from the Company. Provided that such successor in interest (i) satisfies, at the time of such restructuring, the $45,000,000 net worth requirement and (ii) executes and delivers a Guarantee to the County (which Guarantee shall be substantially similar to the Guarantee executed by the Guarantor and which Guarantee and entity shall be reasonably satisfactory to the Mayor or his/her designee), then the Annual Certificate shall refer to the Guarantor's successor in interest instead of the Guarantor.

(d) In the event the Company elects to substitute a letter of credit for the Guarantee in accordance with Section 3.2, then subsections (a), (b) and (c) of this Section 3.12 shall be deemed to be deleted from this Agreement effective upon the delivery of the letter of credit to the County.

3.13 Safety. In performing its duties under this Agreement, the Company shall take all reasonable precautions for the safety of persons and property, including,

but not limited to, posting hazard warnings and designating a safety inspector who shall develop and enforce safety programs and precautions at the Facility. The Company shall provide the County with copies of its safety rules as they may be revised from time to time.

3.14 Obligation of the Company to Report Injuries to Persons and Property. The Company shall immediately notify the County and supply a written report regarding all events occurring at the Facility involving personal injuries to any person arising out of operation of the Facility, or property damage to the Facility or to the Inventory in excess of $25,000.

3.15 Qualifying Facility. In discharging its duties under this Agreement, the Company shall not take, or omit to take, any action which would result in the Facility's change in status as a Qualifying Facility. In discharging its duties under this Agreement, and in connection with its ownership of the Facility, the County shall not take, or omit to take, any action which would result in the Facility's change in status as a Qualifying Facility.

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3.16 County Inspections~~.~~.

3.16.1 County Inspections~~.~~. The County shall be permitted to conduct inspections of the Facility to reasonably determine if the Company is performing its duties of maintenance, repair and efficient operation of the Facility in conformity with ~~the Operating Standards contained in Appendices B, B-1, B-2 and B-3~~industry standards and the other provisions of this Agreement. In connection with such inspections, the County will have "read only" access to the Company's computerized maintenance records. The County shall use its good faith efforts to conduct its inspection so as to minimize any interference with the operation of the Facility.

3.16.2 Inspection Reports~~.~~. The County shall prepare reports, but not more often than once each calendar month, which shall reflect the findings of its inspections; provided, however, that such reports shall not include any item (x) relating to the condition of the Facility prior to October 20, 1987 or (y) requiring any modification to the Facility.

3.16.3 Correction of Deficiencies~~. The~~. Subject to Section 4.4.3, the Company shall correct any reasonable matters noted in such reports within thirty (30) days of its receipt of the report or shall prepare a schedule of corrective action within thirty (30) days after its receipt of the report. The Company shall complete all matters in accordance with such schedule, unless the County in the reasonable

exercise of its discretion determines that a different period of time is appropriate. The County shall reinspect the Facility to verify completion or correction of matters noted in the reports within a reasonable time. Notwithstanding the foregoing, violations of Environmental Laws shall be remedied in accordance with Section 3.5.4.

3.16.4 Objection to Inspection Report or Company Schedule of Repairs. If the Company objects to any portion of a report prepared by the County pursuant to Section 3.16.2 or the County's failure to accept the Company's schedule of corrective action, the County shall direct the Bond Engineer to discuss in good faith the nature of such objection with the Company and attempt to reach a resolution with the Company. In the event that the Company and the Bond Engineer cannot reach an agreement, the issue shall be presented to the independent engineer described in Section 15.17. The Company and the County shall in good faith consider the findings of the independent engineer in an attempt to resolve the dispute.

3.16.5 No Default During Repair. The Company shall not be deemed to be in default under this Agreement during the period in which the Company is undertaking the corrective action required by Section 3.16.3 or during the period in which the Bond Engineer or the independent engineer is undertaking the investigations, discussions and recommendations referred to in Section 3.16.4.

3.16.6 County Right to Repair. In the event the Company does not complete any corrective action in accordance with Section 3.16.3 and any agreed resolution under Section 3.16.4, if applicable, the County, through its reasonably qualified employees or one or more reasonably qualified third parties, may after providing Notice to the Company, cause the uncompleted items to be completed on a schedule specified by the County. To the extent such uncompleted items constitute Capital Maintenance Costs, the County shall be solely responsible for the cost of such corrective action. To the extent such uncompleted items do not constitute Capital Maintenance Costs, the County may deduct the cost of such corrective action from payments due to the Company in the manner provided in Section 7.1.7.

3.17 Annual Inspections.

3.17.1 Annual Inspections. At the option of the County, the Bond Engineer shall be permitted to conduct an annual inspection of the Facility to reasonably determine if the Company is performing its duties of maintenance, repair and efficient operation of the Facility in conformity with ~~the Operating Standards contained in Appendices B, B-1, B-2 and B-3~~industry standards and the other provisions of this Agreement. The County shall direct the Bond Engineer to use its

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best efforts to conduct its inspection so as to minimize any interference with the operation of the Facility.

3.17.2 Inspection Reports. Within thirty (30) days of the completion of its annual inspection, the County shall direct the Bond Engineer to issue a report to the County describing (i) any deficiency in the Company's performance of its obligations referred to in Section 3.17.1, ~~including each and every Operating Standard which is not being met by the Facility;~~ (ii) any failure of the Company to adequately repair and maintain the Facility~~;~~, and (iii) any violation of Environmental Laws; provided, however, that such annual report shall not include any item (x) relating to the condition of the Facility prior to October 20, 1987 or (y) requiring any modification to the Facility.

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3.17.3 Correction of Deficiencies. The Company shall correct any reasonable matters noted in such report and, in all events, must complete repairs within 30 days of its receipt of the report or prepare a schedule of corrective action within 30 days of its receipt of the report. The Company shall complete all matters in accordance with such schedule, unless the Bond Engineer in the reasonable exercise of its discretion determines that a different period of time is appropriate. The County shall direct the Bond Engineer to reinspect the Facility to verify completion or correction of matters noted in the annual inspection report within a reasonable time. The County shall direct the Bond Engineer to issue a report to the County and the Company stating that such corrective action has been completed following the Bond Engineer's reasonable determination that such corrective action has been satisfactorily completed.

~~3.17.4 Final Inspection. At the end of the Term, or upon termination of this Agreement, the Bond Engineer shall perform a final inspection and issue a report comparable to the annual inspection report referred to in Section 3.17.2 for the purposes described in Section 11.3.~~

3.17.4 [omitted]

3.17.5 Objection to Inspection Report. If the Company objects to any portion of any report prepared by the Bond Engineer in accordance with the provisions of Section 3.17.2~~, Section 3.17.3~~ or Section 3.17.43, the County shall direct the Bond Engineer to discuss in good faith the nature of such objection with the Company and attempt to reach a resolution with the Company. In the event that the Company and the Bond Engineer cannot reach an agreement, the issue shall be presented to the independent engineer described in Section 15.17. The Company and

the County shall in good faith consider the findings of the independent engineer in an attempt to resolve the disputes.

3.17.6 No Default During Repair. The Company shall not be deemed to be in default under this Agreement during the period in which the Company is undertaking the corrective action required by Section 3.5, Section 3.17.3 or Section 5.4.1, or during the period in which the Bond Engineer and the independent engineer are undertaking the investigations, discussions and recommendations pursuant to Section 3.17.5.

3.18 Insurance Inspections.

3.18.1 Access to Inspectors. Any authorized agents or inspectors designated by the insurance corporation underwriting the various insurance requirements of the Facility shall have unlimited access to the Facility. The County and the Company may have representatives present at these inspections. The insured party shall direct such insurance inspector to issue a written report to the County and the Company describing the results of such inspection. ~~Any~~Subject to Section 4.4.3, any matters relating to the Facility noted by the insurance inspector which would prevent the County or the Company from obtaining the policies of insurance required by this Agreement (or which if not corrected would increase the County's cost of insurance hereunder) shall be corrected by the Company at its sole cost within sixty (60) days of its receipt of the inspection report or such other period of time as the insurance inspector deems appropriate. The Company shall also be responsible for paying any increased premium costs ~~of the County~~which result from the Company's failure to correct such matters relating to the Facility noted by the insurance inspector, provided that the Company shall not be responsible for any increased premium costs resulting from the County's failure to pay or approve any Capital Maintenance Costs.

3.18.2 Information to Insurance Carriers. The Company shall provide each insurance carrier and the County with all information required by such carrier as a condition of coverage.

3.19 Responsible Wage Rates. With respect to any new construction contracts (i.e., contracts for construction projects other than (a) the Retrofit, the Recyclable Trash Improvements, the Additional Improvements and the Company-Funded Improvements and (b) those relating to the operational obligations of the Company pursuant to Articles IV and V) under this Agreement, the Company shall require

Contractors to pay responsible wage rates in accordance with ~~County Ordinance 90-143~~Section 2-11.16 of the Code, as amended. The Company shall provide in all of its written contracts with Contractors that such Contractors shall waive all rights against the County, the Facility or the Site for labor, services, materials or equipment furnished in connection with the work.

3.20 Title to the Facility. The Company shall have no security, equitable or legal interest in the Facility at any time, except as set forth in Section 4.5.2 will respect to the Metals Processing Equipment. As of the date of this Agreement, the County has clear title to all of the Facility. The Company waives (and each contract which the Company enters into with any Contractor shall provide for such a waiver of) any right to assert any liens against the Facility for any reason whatsoever.

3.21 Warranties. The County hereby appoints the Company on the County's behalf to exercise all rights of the County under all warranties applicable to the Facility, provided, however, that all benefits derived thereunder shall be the property of the County.

3.22 Transactions with Affiliates~~.~~. In undertaking its obligations under this Agreement, the Company shall not, directly or indirectly, purchase, acquire, exchange or lease any property from, or sell, transfer or lease any property to, or enter into any contract with, any Affiliate of the Company, except for (x) the 1985 Management Agreement, (y) sales and purchases of stock, and (z) transactions upon fair and reasonable terms substantially no less favorable than the Company could obtain, or could become entitled to, in an arm's length transaction with a Person which is not an Affiliate of the Company.

3.23 FERC/NERC Compliance Obligations~~.~~.

3.23.1 Background. Pursuant to Section 215 of the Federal Power Act (16 U.S.C. § 791a et~~.~~ seq.; the "FPA") and orders issued by the Federal Energy Regulatory Commission ("FERC"), FERC has certified North American Electric Reliability Corporation ("NERC") as the Electric Reliability Organization (as defined in Section 215 of the FPA; "ERO") responsible for developing and enforcing mandatory reliability standards (as such term is defined in Section 215 of the FPA; "Reliability Standards") for the bulk power system (as such term is used in the FPA) in the United States. FERC has approved certain Reliability Standards filed by the ERO, and FERC has approved a Delegation Agreement between the ERO and Florida Reliability Coordinating Council ("FRCC"). FERC has approved the ERO's rules of procedure and statement of compliance registry criteria ("Statement of Compliance

Registry Criteria"). The ERO and FRCC maintain a list ("Compliance Registry") of entities that are registered and subject to the Reliability Standards ("Registered Entities") and the Company is the Registered Entity for the Facility. The ERO and FRCC hold Registered Entities responsible for compliance with certain Reliability Standards based on the function those entities perform with respect to the operation of the bulk power system in the United States. NERC Reliability Standards are subject to continuing revisions, along with development of additional standards. A Registered Entity's failure to comply with certain Reliability Standards may result in fines, penalties, or other sanctions being assessed against the Registered Entity by FERC, the ERO or FRCC. The County ("Generator Owner") and the Company ("Generator Operator") are Registered Entities. Certain Reliability Standards are applicable to Generator Owner or Generator Operator or both Generator Owner and Generator Operator. The Statement of Compliance Registry Criteria states that a "generator owner/operator will not be registered… if responsibilities for compliance with Reliability Standards including reporting have been transferred by written agreement to another entity that has registered for the appropriate function for the transferred responsibilities." With respect to each applicable Reliability Standard, Generator Owner and Generator Operator desire to designate either Generator Owner or Generator Operator as the sole party responsible for the entirety of the obligations of that Reliability Standard and Generator Operator shall notify FRCC of any change in responsibilities for Generator Owner ("GO") and Generator Operator ("GOP"). This Section 3.23 ~~shall not be~~became effective ~~until~~on the date ~~this~~the Existing Agreement ~~has been~~was executed and delivered by both the County and the Company. The Generator Owner shall remain responsible for compliance with all Reliability Standards prior to the original effective date of this Section 3.23 and, except to the extent, if any, provided in the ~~Existing~~1996 Management Agreement, shall remain liable for all fines and penalties for all actions, omissions, events and circumstances prior to the original effective date of this Section 3.23.

3.23.2 Obligations Regarding Reliability Standards.

3.23.2.1 Appendix K. Appendix K sets forth the Reliability Standards applicable to GO and GOP. Compliance with Reliability Standards set forth on Appendix K that are designated with an "X" under the column "GO" shall be the sole obligation of Generator Owner ("GO Reliability Standards"), and compliance with Reliability Standards set forth on Appendix K that are designated with an "X" under the column "GOP" shall be the sole obligation of Generator Operator ("GOP Reliability Standards"), ~~-~~provided, however, that the Generator Operator shall only

be responsible for GOP Reliability Standards up to the "Point of Change of Control" as shown on Exhibit A (Interconnection Configuration) to Appendix K, and Generator Owner is responsible for compliance with all Reliability Standards, including any associated fines and penalties, after the "Point of Change of Control." Appendix K is incorporated by reference into this Agreement. Appendix K may be amended after a written request by the Generator Operator and approval by the Miami-Dade County Board of County Commissioners by resolution.

3.23.2.2 Process for Revising Appendix K.

3.23.2.2.1 ~~.~~ Either party, upon twenty (20) business days' written notice to the other party, may request that the parties revisit the designation of a Reliability Standard set forth on Appendix K. If the parties mutually agree to re-designate a Reliability Standard, the parties shall revise Appendix K in such manner and shall execute the same. Upon execution by both parties, the revised Appendix K shall replace and supersede the then current Appendix K, which shall be indicated on the page(s) by its new designation (for example, "Revision No. 1").

3.23.2.2.2 Generator Operator shall have the responsibility to monitor the issuance of new or modified Reliability Standards. Within ten (10) business days after the issuance of an order by FERC approving a new Reliability Standard or changing a then current Reliability Standard, Generator Operator shall ~~written notice~~deliver Notice to Generator Owner of such order. After reviewing such new or changed Reliability Standard, the parties must mutually agree to designate such Reliability Standard as a GO Reliability Standard or a GOP Reliability Standard. Until that mutual agreement has been reached, compliance with such Reliability Standard shall be the obligation of the party or parties referenced in the "Applicability" section of such Reliability Standard. Upon reaching such mutual agreement the parties shall amend this Agreement to revise Appendix K to reflect such new or changed Reliability Standard as a GO Reliability Standard or a GOP Reliability Standard and shall execute the same. The issuance or modification of any Reliability Standard that increases the burden on, or obligation of, GOP under this Section 3.23 shall be deemed to constitute a Change in Law and shall be subject to Section 12.3.

3.23.2.3 Performance Obligations.

3.23.2.3.1 GO Reliability Standards.

3.23.2.3.1.1. Generator Owner shall be responsible for complying with each GO Reliability Standard as set forth in Appendix K, including, without limitation, all operations, maintenance, reporting, documentation, and other obligations required to comply with such Reliability Standard. Generator Owner shall accept and be bound by the relevant interpretations and final orders of FERC, the ERO, and FRCC regarding the actions that are required to be taken by Generator Owner in order to fulfill its obligations for each GO Reliability Standard.

3.23.2.3.1.2 Generator Operator shall not be responsible for complying with any GO Reliability Standard set forth in Appendix K, but shall cooperate fully with Generator Owner in Generator Owner's efforts to comply with each GO Reliability Standard. Generator Operator's obligation to cooperate includes, without limitation, providing in a timely manner, upon written request by Generator Owner, any information, documentation, and assistance that is reasonably required by Generator Owner to demonstrate its compliance with each GO Reliability Standard.

3.23.2.3.1.3 If Generator Owner determines that it is not in compliance with any GO Reliability Standard for which it has responsibility set forth in Appendix K, it shall prepare a report of such noncompliance pursuant to the requirements of the ERO and FRCC and shall submit such report to the ERO and FRCC within five (5) business days of such determination. As soon as practicable but not more than 20 business days after submitting the report, Generator Owner shall prepare a mitigation plan to correct the noncompliance and submit such a plan to the ERO and FRCC. Generator Owner shall implement, and be responsible for the costs of implementing, such mitigation plan.

3.23.2.3.1.4 Generator Owner shall be responsible for bearing the cost of any fines assessed, penalties imposed, or sanctions levied by FERC, the ERO, or FRCC for noncompliance with any GO Reliability Standard for which it has responsibility as set forth in Appendix K and for remedying such noncompliance as required by FERC, the ERO, or FRCC.

3.23.2.3.1.5. Generator Owner shall copy Generator Operator with all required compliance reports, periodic reviews and certifications, records showing evidence of training, and all correspondence to and from NERC and FRCC.

3.23.2.3.2 GOP Reliability Standards.

3.23.2.3.2.1. Generator Operator shall be responsible for complying with each GOP Reliability Standard as set forth in Appendix K, including, without limitation, all operations, maintenance, reporting, documentation, and other obligations required to comply with such Reliability Standard. Generator Operator shall accept and be bound by the relevant interpretations and final orders of FERC, the ERO, and FRCC regarding the actions that are required to be taken by Generator Operator in order to fulfill its obligations for each GOP Reliability Standard.

3.23.2.3.2.2. Generator Owner shall not be responsible for complying with any GOP Reliability Standard set forth in Appendix K, but shall cooperate fully with Generator Operator in Generator Operator's efforts to comply with each GOP Reliability Standard. Generator Owner's obligation to cooperate subject to this Agreement includes, without limitation, the timely addition, maintenance, repair, and replacement of equipment necessary for Generator Operator to comply with each GOP Reliability Standard, and the timely access to Generator Owner's property or facilities where required or convenient for purposes of Generator Operator's compliance with each GOP Reliability Standard. In addition, upon written request by Generator Operator, Generator Owner shall provide in a timely manner any information, documentation, and assistance that is reasonably required by Generator Operator to demonstrate its compliance with each GOP Reliability Standard.

3.23.2.3.2.3. If Generator Operator determines that it is not in compliance with any GOP Reliability Standard for which it has responsibility as set forth in Appendix K, it shall prepare a report of such noncompliance pursuant to the requirements of the ERO and FRCC and shall submit such report to the ERO and FRCC as delineated in the Covanta Internal NERC Compliance Program. Generator Operator shall prepare a mitigation plan to correct the noncompliance and submit such plan to the ERO and FRCC as delineated in the Covanta Internal NERC Compliance Program. Generator Operator shall implement, and be responsible for the costs of implementing, such mitigation plan.

3.23.2.3.2.4. Generator Operator shall be responsible for bearing the cost of any fines assessed, penalties imposed, or sanctions levied by FERC, the ERO, or FRCC for noncompliance with any GOP Reliability Standard for which it has responsibility as set for in Appendix K and for remedying such noncompliance as required by FERC, the ERO, or FRCC.

3.23.2.3.2.5. Generator Operator shall copy Generator Owner with all required compliance reports, periodic reviews and certifications, records

showing evidence of training, and all correspondence to and from NERC and FRCC as it relates to the GO Reliability Standards.

3.23.3 Excuse From Reliability Standards. Sections 3.23.1 and 3.23.2 shall be disregarded, and neither the County nor the Company shall have any obligations under Sections 3.23.1 and 3.23.2, during any period in which NERC has deregistered the Facility until such time, if any, as the Facility is required to register with NERC or the County and the Company mutually agree to register the Facility with NERC.

Article IV

OPERATIONAL OBLIGATIONS OF THE COMPANY AND PROCESSING OF ON-SITE WASTE

4.1 Operation of Facility~~. The~~. Subject to Section 4.4.3, the Company shall, solely at its own expense, operate, maintain and manage the Facility in accordance with the terms of this Agreement so as to ~~(i) meet the Operating Standards contained in Appendices B, B-1, B-2 and B-3, as the case may be, continuously throughout the Term; (ii~~; (i) be capable of Accepting and Processing Solid Waste in any Annual Period in an amount at least equal to the Annual On-Site Waste Processing Guarantee ~~and the Annual Recyclable Trash Processing Guarantee; (iii~~; (ii) produce steam from the Processing of On-Site Waste and convert it to electric power for use by the Company and the County and/or for sale to Florida Power & Light Company or other third parties (as permitted by law); (~~iv~~iii) meet the ~~Residue~~Annual Energy Guarantee; ~~(v) meet the Monthly On-Site Waste Processing Guarantee~~ and ~~the Monthly Recyclable Trash Processing Guarantee and (vi~~(iv) comply with Environmental Laws.

~~4.2 Payment of Utilities Costs. The County's Miami-Dade Water and Sewer Department ("MDWASD") charges for the treatment of wastewater and Facility discharge water treatment were paid by the County until January 1, 1989. Thereafter, the portion of such costs attributed to the Facility shall be borne by the Company as a part of its operating expense. Such costs shall be determined by the installed meter and based on the invoices provided by MDWASD. Except as provided herein, the Company shall pay the cost of all other utilities, including, without limitation, potable water, telephone, gas, oil, fuel and any form or amount of electricity purchased, including associated charges. The County shall cooperate with the Company in its efforts to achieve the best available utility rates for the Facility. Notwithstanding the foregoing, in the event that the rates charged by MDWASD for treating wastewater and providing water increase in any Annual Period (the~~

~~"Increased Rate") in an amount which is equivalent to or less than the rate which would be determined by multiplying the previously existing rate by the increase in the rise in the Consumer Price Index for such Annual Period (the "CPI Increased Rate"), the Company shall be responsible for such increase. If the Increased Rate is in excess of the CPI Increased Rate and the increase is not a result of a change in quality or quantity of water used or wastewater produced, the County shall pay the excess portion of the Increased Rate for each Annual Period during the Term. The County, however, shall not be required to continue to pay such excess portion of the Increased Rate, if in subsequent years, the Increased Rate is no longer in excess of the CPI Increased Rate. For example, if in one Annual Period the CPI Increased Rate would be $1.09, but the Increased Rate is $1.10, the County is responsible for the $0.01 difference. If in the next Annual Period, however, the CPI Increased Rate is $1.15 and the Increased Rate is $1.13, the County's obligation to pay the $0.01 difference from the previous Annual Period would cease and the Company would pay to the County (on a usage basis) the difference between $1.13 and $1.15. Such payments shall continue until the first to occur of (i) the County being reimbursed in full for payments to the Company pursuant to this Section 4.2; or (ii) the Increased Rate is again in excess of the CPI Increased Rate.~~

~~4.3 Labor, Material and Equipment. The~~4.2 [omitted]

4.3 Labor, Material and Equipment. Subject to Section 4.4.3 and Section 7.1.2, the Company, solely at its expense, shall provide all labor, materials and equipment necessary for the operation, maintenance and management of the Facility in accordance with the terms of this Agreement. The Company shall furnish to the County annually on or before March 31, a listing of the Inventory and Rolling Stock as of December 31 of the prior year, which listing shall set forth the aggregate value of the Inventory (using the average weighted cost method to value the Inventory) and the value of each item of Rolling Stock (using nine~~-~~ (9) year straight-line depreciation to value the Rolling Stock).

4.4 Repairs and Maintenance.

4.4.1 Company's Responsibility to Repair and Maintain Facility; Maintenance of Doral Substation~~. In addition to its obligations under Section 4.20, and except~~. Except as otherwise provided in Section 4.4.3 and Section 8.5.1, the Company shall repair and maintain the Facility at its sole cost and expense in accordance with the terms of this Agreement so as to keep the Facility in good repair and condition, including the replacement of machinery and equipment components (including, without limitation, Rolling Stock) and shall maintain an adequate inventory of spare parts for the Facility throughout the Term of this Agreement, so

as to enable the Facility to be operated in conformity with the requirements of this Agreement and the Company to fully perform its duties and maintain its warranties and representations under this Agreement. The Company shall also repair and maintain the powerlines and interconnections to the Doral electrical substation. The cost of repairing and maintaining the Doral electrical substation (which is performed by Florida Power & Light) shall be ~~shared equally~~paid by the ~~Company and the~~ County. The Company shall maintain the safety of the Facility at a level consistent with applicable law and normal boiler and electrical generating plant practices for similar facilities. ~~The~~Subject to Section 4.4.3, the Company will correct, within a reasonable period of time, deficiencies of maintenance, including any deficiencies found by inspections of the Bond Engineer pursuant to Section 3.17. The Company shall give Notice to the County of any such deficiencies which the Company determines it will be unable to remedy within thirty (30) days following knowledge thereof, which Notice shall include a schedule of the proposed timetable and methodology for correcting such deficiencies.

4.4.2 Maintenance and Repair Reports. The Company shall prepare and maintain accurate daily records which specify the equipment unavailable during any hour in that day and submit such report to the County on the Tuesday of the following Week, together with copies of repair and maintenance logs. Falsification of such report with the knowledge of the senior management of the Company shall be a basis for an immediate declaration of a Company Event of Default under this Agreement by the County, which such Company Event of Default shall be cured by the Company by promptly terminating the employment by the Company of such Persons having such knowledge, and by the Company paying the County any actual damages incurred by the County as the result of such falsification, provided, however, the County shall otherwise be entitled to such other monetary damages or injunctive relief as may be available at law or in equity to the County.

4.4.3 Capital Maintenance Costs. Notwithstanding the provisions of Section 4.4.1 and any other provisions set forth in this Agreement, commencing on October 1, 2022 and throughout the Term of this Agreement, including any renewal terms, the County shall pay for all Capital Maintenance Costs the Company is obligated to incur under the terms of this Agreement. The Company shall not aggregate or "bundle" unrelated projects to meet the minimum cost requirement, nor shall costs be unreasonably inflated to meet the minimum project size. All purchases of items by the Company constituting Capital Maintenance Costs shall be in accordance with purchasing guidelines approved by the County. The Company shall invoice the County on a monthly basis for Capital Maintenance Costs. Capital Maintenance Costs incurred by the Company and reimbursed by the County shall be

subject to a ten percent (10%) mark-up to compensate the Company for its administration of the items relating to such Capital Maintenance Costs. The invoice package will be in a format agreed upon by the County and the Company, which shall at a minimum include the vendor's invoice. The County will provide payment within forty-five (45) days of receipt of invoice. To the extent the County fails to pay for or approve any Capital Maintenance Costs for any reason or delays any payment or approval for any Capital Maintenance Costs for any reason, the Company shall be excused from failing to perform, and shall not be deemed to be in default of, any of its obligations under this Agreement that are the result of the County's failure or delay.

4.5 Physical Alterations to the Facility.

4.5.1 Alterations by the Company. Except as otherwise provided in Sections 4.5.2 and 4.5.3, the Company shall obtain the County's written approval prior to making physical alterations to the Facility and any costs incurred by the Company for such alterations shall be deemed the sole cost of the Company unless the County agrees otherwise. In seeking approval of any such alteration to the Facility, the Company shall submit to the County all information reasonably necessary for the County to make its determination. The County will respond to any request of the Company for approval of such physical alterations to the Facility within ten (10) Working Days of receipt of Notice of such request and submission by the Company of information as required in this subsection. Approval by the County of such alterations shall not be unreasonably withheld or delayed.

4.5.2 Alterations to the Facility to Increase Recovered Materials.

The Company may make physical alterations to the Facility to increase the quantity or quality of Recovered Materials after obtaining the County's written approval prior to making such alterations. The County shall not withhold its approval to any such alteration unless such alteration will adversely affect: (i) the operating and maintenance costs of the Facility; (ii) the environment; (iii) the useful life of the Facility or any of its components; ~~(iv) the Facility's ability to satisfy the Operating Standards described in Appendices B, B-1, B-2 and B-3, as the case may be; or (v~~or (iv) the electrical generating capacity and energy production and consumption of the Facility. The above shall not apply to the secondary shredder and related equipment (the "Metals Processing Equipment") installed by Namco, which was previously authorized by the County and is now owned by an affiliate of the Company. Any costs incurred by the Company for such alterations shall be deemed the sole cost of the Company unless the County agrees otherwise. Upon the termination of this Agreement, the County shall have the right, as its sole option, to purchase the Metals Processing Equipment from the Company's affiliate at the fair market value of the Metals Processing Equipment as of the date of termination of

this Agreement.; provided, however, that if the Company discontinues the processing of metals prior to the termination of this Agreement, the Company shall have the right to remove the Metals Processing Equipment from the Facility or otherwise dispose of the Metals Processing Equipment, in which event the County shall not have the option to purchase the Metals Processing Equipment. The County's option to purchase the Metals Processing Equipment shall expire if it has not been exercised (a) at least ninety (90) days before the termination of this Agreement, if this Agreement expires in accordance with its terms, or (b) within thirty (30) days after the termination of this Agreement, if this Agreement is terminated prior to the expiration of its term. In the event the County does not exercise its option to purchase the Metals Processing Equipment prior to the expiration of the option, then the Company and/or its affiliate shall be entitled to remove the Metals Processing Equipment from the Facility.

4.5.3 Alterations to Comply With Applicable Law.. The Company shall be responsible for any alterations or modifications to the Facility which are required by changes in existing laws or regulations of any public body having jurisdiction over the Facility, subject to the approval of the County as described in Section 4.5.2. If such alterations or modifications are required by a Change in Law or Uncontrollable Circumstance, and unless the County exercises its right to terminate this Agreement pursuant to Section 12.4, the Company shall be reimbursed on an agreed upon schedule for the cost of the installation of such alterations and modifications or any incremental or operational cost increases of such change or modification in accordance with Section 4.4.3 and Article XII. The Company shall not be obligated to commence with such alterations or modifications until such reimbursement schedule has been proposed by the Company and approved by the County. The Company shall not be deemed to be in default of its obligations under this Agreement if the County withholds such approval.

4.5.4 Minor Alterations.. Notwithstanding the provisions of this Section 4.5, the Company may, without the prior approval of the County, make such changes, alterations or modifications to Solid Waste Processing or conveying equipment at or within the Facility that do not materially adversely affect (i) the operating and maintenance costs of the Facility; (ii) the environment; or (iii) the useful life of the Facility or any of its components; or (iv) the Facility's ability to satisfy the Operating Standards described in Appendices B, B-1, B-2 and B-3, as the case may be, in each case which are consistent with proper operation procedures and engineering or which the Company is otherwise required to undertake pursuant to the terms of this Agreement. Any costs incurred by the Company for such alterations shall be deemed the sole cost of the Company unless the County agrees otherwise.

4.5.5 Alterations by County~~.~~. The County, at its expense, may make alterations to the Facility necessitated by a Change in Law or Uncontrollable Circumstance.

4.6 Acceptance and Handling of Solid Waste.

4.6.1~~–~~ Acceptance of On-Site Waste. The Company shall Accept up to 4,500 Tons of On-Site Waste per Day (including Excess On-Site Waste) Delivered to the Facility in accordance with the provisions of this Article or~~, if the Company has requested Deliveries of additional On-Site Waste pursuant to Section 6.14(c), 25% of an amount equal to 1/52nd of the total number of Tons of On-Site Waste the Company has requested to be Delivered to the Facility during such Annual Period~~ such greater amount as the Company may request, provided, that, the Company shall not be obligated to Accept any On-Site Waste to the extent such Acceptance would violate any applicable federal or state regulations including applicable federal or state regulations with respect to the permit capacity for the Facility.

4.6.2~~–~~ Rejected Loads~~.~~. The Company shall not knowingly Accept Solid Waste generated from any source outside the boundaries of the County (unless expressly approved in writing by the County), and only Solid Waste shall be Accepted and Processed at the Facility, provided, however, that Solid Waste Delivered to the Facility may include those small amounts of Non-Processable Waste and Hazardous Waste found within the normal waste and refuse stream of the County. The Company will not be obligated to Accept Rejected Loads. Rejected Loads that are not Accepted by the Company shall not count toward the County's Annual ~~or Monthly~~ On-Site Waste Guaranteed Tonnage, the ~~County's Annual or Monthly Recyclable Trash Guaranteed Tonnage, the Company's~~ Company's Annual ~~or Monthly~~ On-Site Waste Processing Guarantee~~, the Company's Annual or Monthly Recyclable Trash Processing Guarantee or the Company's Residue Guarantee, Fines Guarantee, Recyclable Trash Rejects Guarantee or~~ or the Company's Combined Residue~~/Fines~~/Rejects Guarantee.

4.6.3 Treatment of Rejected Loads~~.~~. The Company shall promptly notify any driver who delivers a Rejected Load, request such driver to remove the Rejected Load from the Facility, and notify the County representative operating the Scalehouse. In the event, despite the Company's efforts, a driver fails or refuses to remove the Rejected Load, the Company shall segregate the Rejected Load and, at its expense and with its personnel, and in accordance with provisions of Section 4.9.2, load it onto a County designated vehicle for transportation and disposal by the County at the County's expense. The County shall assist the Company in preventing Rejected Loads from being delivered to the Facility.

4.6.4 Title to Solid Waste~~.~~. Title to Solid Waste and Recovered Materials (other than Rejected Loads of which the County has been promptly notified and Hazardous Waste) shall pass to the Company when it is Accepted for Processing at the Facility~~, except for Rejected Loads of which the County has been promptly notified. Except as set forth in the immediately following sentence, title to~~ . Title to all Residue delivered to the County shall pass to the County ~~on delivery. Title to Fines (which term, for purposes of this Section 4.6.4, includes the similar material removed from Trash constituting On-Site Waste), along with the title to any Unders mixed with such Fines, delivered to the County pursuant to Section 4.9.3 shall, (a) if transported from the Facility by the Company, pass to the County on delivery at the South Miami-Dade Landfill, the North Miami-Dade Landfill or at such other location within Miami-Dade County, Florida as may be designated in writing by the County and (b) if transported from the Facility by the County, pass to the County~~ when such ~~Fines are~~Residue is loaded onto a truck for removal ~~by~~from the ~~County~~Facility.

4.6.5 Non-Processable Waste~~.~~. Non-Processable Waste removed from On-Site Waste ~~and Recyclable Trash~~ during Processing shall not count toward the County's Annual ~~or Monthly~~ On-Site Waste Guaranteed Tonnage, the ~~County's Annual or Monthly Recyclable Trash Guaranteed Tonnage, the Company's~~ Company's Annual ~~or Monthly~~ On-Site Waste Processing Guarantee~~, the Company's Annual or Monthly Recyclable Trash Processing Guarantee or the Company's Residue Guarantee, Fines Guarantee, Recyclable Trash Rejects Guarantee or~~ or the Company's Combined Residue/~~Fines/~~Rejects Guarantee.

4.7 Disposition of Excess On-Site Waste~~.~~. On-Site Waste in excess of 18,~~577~~692 Tons per Week which is Delivered to the Facility and Accepted by the Company may be disposed of in the same manner as Residue under Section 4.9.1, provided, however, that the County shall not Deliver or cause or permit to be Delivered more than 4,500 Tons of On-Site Waste ~~in any one Day. No Tipping Fees shall be paid for Excess On-Site Waste which is Accepted by~~, or such greater amount as the Company ~~for return to the County, except for Additional Excess On-Site Waste for which the County will pay the Company the cost of handling and loading such Additional Excess On-Site Waste which is not Processed by the Company onto County trucks for removal. Such~~may request, in any one (1) Day. Excess On-Site Waste which is returned to the County shall not count toward the County's Annual ~~or Monthly~~ On-Site Waste Guaranteed Tonnage, the Company's Annual ~~or Monthly~~ On-Site Waste Processing Guarantee or the Company's ~~Residue Guarantee or~~ Combined Residue/~~Fines/~~Rejects Guarantee. The Company has the right to Process Excess On-Site Waste ~~and Additional Excess On-Site Waste~~ for which the County shall pay the Company the ~~Tipping Fees~~Incentive Fee set forth in Section 7.1.4(a).

4.8 Storage of Solid Waste~~.~~. Unless otherwise required by Environmental Laws, the Company shall store Garbage and Trash ~~(including Recyclable Trash)~~ only in the Garbage storage building or in the Trash storage building, as applicable. The Company shall be prohibited from Stockpiling Garbage on the Garbage Tipping Floor or Trash ~~(including Recyclable Trash)~~ on the Trash Tipping Floor. The storage of Garbage and Trash ~~(including Recyclable Trash)~~ shall be limited only by applicable Environmental Laws~~.~~ and Florida Department of Environmental Protection permit requirements. In the event the Company Stockpiles Garbage on the Garbage Tipping Floor or Trash ~~(including Recyclable Trash)~~ on the Trash Tipping Floor, the County shall have the right to adjust Deliveries to the Garbage storage building or the Trash storage building, or both buildings, as the case may be, for the remainder of the Day such Garbage or Trash ~~(including Recyclable Trash)~~ is so Stockpiled and until 7:00 a.m. of the next Day when such Stockpiling of Garbage or Trash ~~(including Recyclable Trash)~~ has ceased. During any period in which the County adjusts Deliveries pursuant to this Section 4.8, other than periods in which the need to adjust Deliveries is due to (a) the County's Delivery of On-Site Waste in excess of 18,~~577 Tons per Week or, if the Company has requested Deliveries of additional On-Site Waste pursuant to Section 6.14(c), an amount equal to 1/52nd of the total number of Tons of On-Site Waste the Company has requested to be Delivered to the Facility during such Annual Period~~692 Tons per Week or such greater amount as the Company may request or (b) periods of scheduled maintenance, which periods shall not exceed a consecutive Thursday, Friday and Saturday not more than eight (8) times during any Annual Period (of which the Company provides Notice to the County at least two (2) Weeks in advance of such scheduled maintenance) provided that Stockpiling during such periods shall not impede Deliveries in the sole discretion of the County, then the provisions of Section 6.4.2 shall apply. The providing of Notice by the Company pursuant to this Section 4.8 shall not relieve the Company of its Annual ~~or Monthly~~ On-Site Waste Processing Guarantee.

4.9 Removal of Non-Processable Waste, Hazardous Waste, Residue ~~and Fines~~.

4.9.1 Segregation of Non-Processable Waste and Residue~~.~~. The Company shall segregate Non-Processable Waste from the Solid Waste Accepted for Processing at the Facility and, together with Residue ~~(other than any Unders mixed with Fines as set forth in Section 4.9.3), (i) load such Non-Processable Waste and~~, arrange or otherwise contract for such Non-Processible Waste and Residue to be hauled to a location designated by the County for disposal as a Pass Through Cost in accordance with Section 7.1.2. At the County's election and upon reasonable Notice to the Company, the Company shall load Non-Processable Waste and/or Residue at

its cost onto County trucks for disposal, at any time Monday through Saturday between 7:00 a.m. and 5:00 p.m.~~., or (ii) provide for other disposal as directed by the County at the County's expense.~~. All Residue ~~returned~~removed from the Facility pursuant to ~~the County~~this Section 4.9.1 shall be included in the calculation of the Company's compliance with the Combined Residue/Rejects Guarantee contained in this Agreement. The County agrees to cooperate with the Company to cause the prompt removal of all ~~such~~ Non-Processable Waste and Residue from the Facility. ~~Subject to Section 4.9.4, the amount of Non-Processable Waste separated from Trash removed by the County pursuant to this Section 4.9.1 shall not exceed the Trash Non-Processables Guarantee, and any excess over such amount shall be deemed to be in excess of the Recyclable Trash Rejects Guarantee.~~

4.9.2 Segregation of Hazardous Waste. Any material in the waste stream which may be deemed harmful in its handling or transportation or which is classified as Hazardous Waste shall be isolated by the Company and cordoned off to prevent injury to employees and third parties using the Facility. The Company shall notify the County of any such harmful material or Hazardous Waste and the County shall have the right to inspect such harmful materials or Hazardous Waste to verify correct separation, and the Company shall initiate action for the proper transportation and disposal of such harmful material or Hazardous Waste at the County's expense.

~~4.9.3 Removal of Fines. The Company may recycle all or a portion of the Fines (which term, for purposes of this Section 4.9.3, includes the similar material removed from Trash constituting On-Site Waste) by transferring Fines to a recycling contractor. The County and the Company recognize the benefits of recycling Fines. The County and the Company agree to support each other in efforts to recycle Fines. In the absence of recycling, at the discretion of the Company, the County shall accept delivery of Fines at the County's North Miami-Dade Landfill or South Miami-Dade Landfill, as directed by the County. The Company shall arrange, at its cost and expense, for the transportation, handling and delivery of such Fines to the County's North Miami-Dade Landfill. Fines delivered to the County's South Miami-Dade Landfill pursuant to this Section 4.9.3 shall be mixed with Unders, and the Company shall load such Fines onto County trucks at the Facility for removal at the County's cost and expense. No fee shall be paid by the Company to the County for the Fines delivered to the County pursuant to this Section 4.9.3. Of the Fines delivered to the County, only up to 20,000 Tons per Annual Period which may be delivered to the County's North Miami-Dade Landfill in accordance with this Section 4.9.3 shall qualify for recycling credit for purposes of Section 7.1.1(a). Fines~~

~~returned to the County in excess of the Combined Residue/Fines/Rejects Guarantee shall be subject to the provisions of Section 10.2.3.~~

4.9.3 [omitted]

4.9.4 Trash Composition. In the event the County or the Company believes the amount of Non-Processable Waste in the Trash ~~(including Recyclable Trash)~~ Accepted for Processing at the Facility is greater or less than six percent~~,~~ (6%), either party may request that a study be performed to determine the actual amount of Non-Processable Waste in such Trash. The study shall be performed by an independent engineer mutually acceptable to the County and the Company. The County and the Company may, but are not required to, agree to select the Bond Engineer as the independent engineer for purposes of this Section 4.9.4. In the event the engineer determines the amount of Non-Processable Waste in the Trash, rounded to the nearest one-half of one percent~~,~~ (0.5%), is six percent (6%) (or such other amount as has been determined pursuant to this Section 4.9.4) or less, the Company shall pay for the cost of the study. In the event the engineer determines the amount of Non-Processable Waste in the Trash, rounded to the nearest one-half of one percent~~,~~ (0.5%), is greater than six percent (6%) (or such other amount as has been determined pursuant to this Section 4.9.4), the County shall pay for the cost of the study. The results of the study, if more or less than six percent (6%) (or such other amount as has been determined pursuant to this Section 4.9.4), shall be rounded to the nearest one-half of one percent (0.5%) and the reference to "six percent~~"~~ (6%)" in the definition of the Trash Non-Processables Guarantee shall be deemed to be amended to be the results of the study.

4.10 Storage of Non-Processable Waste and Residue. All Non-Processable Waste segregated from Accepted Solid Waste and Residue resulting from the Processing of such Solid Waste (other than Residue which is a Recovered Material) shall be stored in enclosed buildings.

4.11 Segregation of Recovered Materials. The Company shall use reasonable efforts to segregate Recovered Materials from the Solid Waste Delivered to the Facility, either before or after Processing of the Solid Waste, and sell, use or otherwise dispose of such Recovered Materials. Recovered Materials shall be stored and loaded from a three-sided bunker with a roof and, in no event shall Recovered Materials be stored at the Facility for more than seven (7) Days prior to removal therefrom.

4.12 Processing of On-Site Waste and Tires.

4.12.1 Processing of On-Site ~~Waste.~~Waste. All On-Site Waste Accepted at the Facility shall be subject to Processing, except Excess On-Site Waste ~~and Additional Excess On-Site Waste~~ which may be subject to Processing or returned to the County, and all RDF generated therefrom shall be burned at the Facility, unless the Company and the County agree that such fuel shall be utilized in a different manner, in which case compensation therefrom, if any, shall be shared equally between the Company and the County.

4.12.2 Processing of Tires. Except as set forth in this Section 4.12.2, the Company shall shred all tires (other than tires which constitute Non-Processable Waste) Delivered to the Facility and the County shall pay the Tires Tipping Fee for each Ton of tires Accepted by the Company and shredded in accordance with this Section 4.12.2. The County shall Deliver all tires received by the County as part of the Solid Waste stream to the Facility. Shredded tires shall be stored within a three (3) sided bunker with a roof or as otherwise agreed to by the parties. Unshredded tires shall not be stored for more than seven (7) Days prior to shredding. At the Company's request, the County shall remove tires which have been shredded into at least eight (8) pieces of approximately equal size. Except to the extent the Company determines that any shredded and/or unshredded tires constitute Recovered Materials (in which case the Company shall not be required to shred tires constituting Recovered Materials), the Company, at its expense, shall load such shredded tires (during the times applicable to loading of Residue) onto County trucks for transport and disposal at the County's expense. ~~Truckloads of such~~At the County's election and upon reasonable Notice to the Company, the Company shall arrange or otherwise contract for shredded tires to be hauled to a location designated by the County for disposal as a Pass Through Cost in accordance with Section 7.1.2. Truckloads of shredded tires removed from the Facility shall be included in calculating compliance with the County's Annual ~~and Monthly~~ On-Site Waste Guaranteed Tonnage and the Company's Annual ~~and Monthly~~ On-Site Waste Processing Guarantee and shall not be included in the Company's Combined Residue/Rejects Guarantee. The Company shall have no obligation to Process any tires as On-Site Waste. In recognition that shredded tires returned to the County are destined for all landfill disposal, the County supports the Company's efforts to utilize tires as Recovered Materials.

4.13 ~~Residue Guarantee;~~ Changes in Waste Composition; Profile.

~~4.13.1 Residue Guarantee. The threshold limit for heat loss is set forth in Appendix B-1. For each percent or fraction thereof by which the heat loss exceeds the threshold limit, such percent shall be added to the percent Residue calculation, as described in Part 2.I.B. and Part 2.II.B. of Appendix B-1, for the purpose of determining the Company's compliance with the Residue Guarantee or~~

~~Combined Residue/Fines/Rejects Guarantee. In the event the Company and the County shall agree on a Tipping Fee and a method for burning Unders, the Residue Guarantee set forth in Appendix B-1 shall be limited to the heat loss guarantee contained therein.~~

~~4.13.2 Changes in Waste Composition.~~4.13.1 Changes in Waste Composition. From and after November 1, 1992, unless the Company and the County agree on ~~a Tipping~~an adjustment to the Service Fee and a method for burning Unders, material changes in the composition of On-Site Waste Accepted for Processing at the Facility which are shown, in accordance with the provisions of Section 4.13.3, to have a direct impact on the percentage of non-combustibles found in On-Site Waste, shall result in an increase or decrease in ~~the Minimum Performance Standard of the Residue Guarantee of Part 2.II.B. of Appendix B-1 and~~ the Combined Residue~~/Fines~~/Rejects Guarantee, in direct correlation to the percentage increase or decrease of such non-combustibles up to a maximum of five percent~~.~~ (5%).

~~4.13.3~~2 Profile of Waste Composition. Either the County or the Company may require a test of the composition of the Solid Waste Accepted for Processing at the Facility. The test shall compare the composition of such Solid Waste to the Combined Residue/~~Fines/~~Rejects Guarantee. Based on the results of such test, the County and the Company shall determine in good faith whether the Combined Residue/~~Fines/~~Rejects Guarantee should be adjusted. All costs of such test shall be paid by the requesting party.

4.14 Hours for Acceptance of Solid Waste. The Company shall Accept the Delivery of Solid Waste between the hours of 4:00 a.m. and 12:00 midnight six (6) Days per Week. Delivery hours may be adjusted at the discretion of the County's Department of ~~Public Works and~~Solid Waste Management. The Company shall receive 90 days advance Notice prior to implementation of schedule changes~~.~~ or such shorter Notice period as the County and the Company may mutually agree. If, due to a natural disaster or other emergency condition, the County requests the Company to receive Solid Waste at hours other than normal receiving hours, the Company shall use reasonable efforts to accommodate such request.

4.15 Fires and Explosions. In the event of a fire or explosion at the Facility not caused by the Company's failure to properly maintain and repair the Facility, which the Company demonstrates has affected its ability to meet its ~~Monthly~~Annual On-Site Waste Processing Guarantee~~ or Monthly Recyclable Trash Processing Guarantee~~, the Company shall be relieved of its obligation to meet the

~~Monthly~~Annual On-Site Waste ~~Processing Guarantee and Monthly Recyclable Trash~~ Processing Guarantee during the period of time in which the Company expeditiously completes its repair of the Facility. During such period, the County will be obligated to Deliver and the Company will be obligated to Accept only that amount of Solid Waste which the Facility is capable of Accepting and Processing ~~and shall pay Solid Waste Tipping Fees only for such Tons Accepted for Processing by the Company. In addition to the foregoing, the County shall pay the Capital Tipping Fees for such Tons Accepted for Processing.~~ In the event the repair of the Facility takes longer than thirty (30) days to complete due to the magnitude of the fire or explosion, and provided that the County and Company mutually agree that such additional time is necessary, the Company's Annual On-Site Waste Processing Guarantee and ~~Annual Recyclable Trash Processing Guarantee and~~ the County's Annual On-Site Waste ~~Guaranteed Tonnage and Annual Recyclable Trash~~ Guaranteed Tonnage shall be reduced appropriately to reflect the effect of the repair period on operations of the Facility during the period of repair.

4.16 Sale of Electricity. In accordance with other provisions of this Agreement, electricity generated at the Facility and not used to operate the Facility shall either be sold to ~~PEF,~~ Florida Power & Light Company or other third parties (as permitted by law~~)~~), or utilized by the County at other County facilities.

4.17 Hours of Operation. The Company shall operate the Electric Generating Facility continuously, as consistent with the operating certification from the Federal Energy Regulation Commission for Qualifying Facilities, except for customary periods of maintenance and repair.

4.18 Landscaping. The Company shall maintain, at its sole expense, all landscaping at the Facility.

4.19 Operation of Dust Collection and Odor Control Systems. The Company shall operate the existing dust collection and odor control systems in a manner to minimize odors and particulate matter emitting from the operation of the Facility. In order to assure that these systems are operated in this manner, the Company shall (i) keep all Garbage Operations Building openings closed when no truck traffic is present, including closing the sliding or fast doors on the north and south Garbage Operations Building and the stores receiving area when not in use; (ii) operate the current odor suppressing spray system or an equivalent or better substitute system in the Garbage pit, Garbage Tipping Floor, Garbage processing building entrance, Garbage dust collection system, Unders building and conveyor, ferrous bunker and magnets; (iii) repair all dust collection and odor control equipment malfunctions on a priority basis; (iv) remove all dust accumulation in non-enclosed areas no less than

once a week or more frequently if required by regulatory agencies having jurisdiction over the Facility; and (v) on a ~~monthly~~semi-annual basis, clear both the north and south halves of the Garbage pit to remove older material and wash and degrease the Garbage Tipping Floor. The Company shall provide digital photographic documentation to the County on a semi-annual basis via e-mail of its compliance with clause (v) of the immediately preceding sentence.

~~4.20 Repair or Replacement. Prior to the expiration of the Term or prior to the termination of this Agreement in accordance with its terms, the Company shall repair or replace, at its sole expense, any item comprising a portion of the Facility in order that (i) the Facility is capable of meeting at least 80% of the Annual On-Site Waste Processing Guarantee and 80% of the Annual Recyclable Trash Processing Guarantee; and (ii) the Facility is capable of meeting all of the applicable environmental regulations in effect, except that the requirement of this clause (ii) shall not apply if the termination is a result of an Uncontrollable Circumstance or a Change in Law in accordance with Sections 6.7 (Sampling of Ash) or 12.4 (County's Right to Terminate).~~

4.20 [omitted]

4.21 Computer Equipment Recycling. In the event the County implements a computer equipment recycling program, the Company agrees to participate in such program on terms and conditions mutually acceptable to the County, the Company and the computer recycling contractor, if any. If the program is established, the Company would perform tasks relating to the collection of used computer equipment from designated County trash and recycling centers, transportation of the used computer equipment to the computer recycling contractor's facility and transportation of non-recyclable used computer equipment from the computer recycling contractor's facility to the Facility for disposal. The County and the Company agree that any such program, and the disposal of non-recyclable used computer equipment, must comply in all respects with all applicable laws and regulations, including Environmental Laws.

4.22 Anaerobic Digestion. In the event the County implements an Anaerobic Digestion program, the Company agrees to participate in such program at a location and on terms and conditions mutually acceptable to the County, the Company and the anaerobic digestion contractor, if any. The County and the Company agree that any such program, and the disposal of the products resulting from anaerobic digestion, must comply in all respects with all applicable laws and regulations, including Environmental Laws.

4.23 Pharmaceutical Collection and Destruction. In the event the County implements a Pharmaceutical Collection and Destruction program, the Company agrees to participate in such program at a location and on terms and conditions mutually acceptable to the County, the Company and the pharmaceutical collection and destruction contractor, if any. The County and the Company agree that any such program, and the disposal of products resulting from the destruction of pharmaceuticals, must comply in all respects with all applicable laws and regulations, including Environmental Laws.

4.24 Composting. In the event the County implements a Composting program, the Company agrees to participate in such program at a location and on terms and conditions mutually acceptable to the County, the Company and the composting contractor, if any. The County and the Company agree that any such program, and the disposal of the products of composting of Solid Waste, must comply in all respects with all applicable laws and regulations, including Environmental Laws.

4.25 Zero Waste. In the event the County implements a Zero Waste program, the Company agrees to participate in such program at a location and on terms and conditions mutually acceptable to the County, the Company and the Zero Waste contractor, if any. The County and the Company agree that any such program must comply in all respects with all applicable laws and regulations, including Environmental Laws.

Article V

~~PROCESSING OF RECYCLABLE TRASH~~

~~5.1 Operation of Facility. In addition to its obligations under Article IV, the Company shall, solely at its own expense, operate, maintain and manage the Facility in accordance with the terms of this Agreement so as to (i) be capable of Accepting and Processing Recyclable Trash in any Annual Period in an amount at least equal to the Annual Recyclable Trash Processing Guarantee; (ii) produce Biomass Fuel therefrom and be capable of delivering such Biomass Fuel to Okeelanta or other third parties; (iii) meet the Monthly Recyclable Trash Processing Guarantee, (iv) meet the Recyclable Trash Rejects Guarantee; and (v) meet the Fines Guarantee.~~

~~5.2 Acceptance of Recyclable Trash and Trash. The Company shall Accept up to 2,000 Tons of Recyclable Trash and Trash (including Excess Recyclable~~

Trash) per Day Delivered to the Facility in accordance with the provisions of this Article, provided, that, the Company shall not be obligated to Accept any Recyclable Trash or Trash to the extent such Acceptance would violate any applicable federal or state regulations including applicable federal or state regulations with respect to the permit capacity for the Facility.

5.3 Disposition of Excess Recyclable Trash. Recyclable Trash in excess of 4,615 Tons per Week which is Delivered to the Facility and Accepted by the Company may be disposed of in the same manner as Residue under Section 4.9.1, provided, however, that the County shall not Deliver or cause or permit to be Delivered more than 2,000 Tons of Recyclable Trash and Trash in any one Day. No Tipping Fees shall be paid for Excess Recyclable Trash which is Accepted by the Company for return to the County. Such Excess Recyclable Trash which is returned to the County shall not count toward the County's Annual or Monthly Recyclable Trash Guaranteed Tonnage or the Company's Annual or Monthly Recyclable Trash Processing Guarantee, Fines Guarantee, Recyclable Trash Rejects Guarantee or Combined Residue/Fines/Rejects Guarantee. The Company has the right to Process such Excess Recyclable Trash, for which the County shall pay the Company the Tipping Fee set forth in Section 7.1.4(b).

5.4 Processing of Recyclable Trash. All Recyclable Trash Accepted at the Facility shall be subject to Processing, except Excess Recyclable Trash which may be subject to Processing or returned to the County, and all Biomass Fuel generated from Recyclable Trash shall be delivered to Okeelanta or another third party at no expense to the County. Upon the Delivery of Trash (including Recyclable Trash) to the Facility which is capable of being Processed either as On-Site Waste or as Recyclable Trash, the Company shall determine, consistent with its obligations under the Okeelanta Agreement (or any successor agreement for the delivery of Biomass Fuel), whether to Process such Trash as On-Site Waste or as Recyclable Trash; provided, however, that for purposes of the Annual Recyclable Trash Guaranteed Tonnage and the Annual Recyclable Trash Processing Guarantee (and subject to adjustment for reductions of the Annual Recyclable Trash Guaranteed Tonnage), the first 240,000 Tons of such Trash Delivered to the Facility in each Annual Period shall be deemed to be Recyclable Trash, and each Ton of Trash Delivered to the Facility in an Annual Period in excess of 240,000 Tons of Trash, up to an aggregate of 400,000 Tons, shall be deemed to be On-Site Waste. In the event the Company requests Trash in excess of 400,000 Tons in an Annual Period, the Company shall designate in its request to the County whether such Trash will be Processed as Recyclable Trash or as On-Site Waste.

5.5 Recyclable Trash Guaranteed Tonnage.

5.5.1 Guarantee. Commencing on October 1, 2009 and during each Annual Period thereafter throughout the Term of this Agreement, the County's Annual Recyclable Trash Guaranteed Tonnage shall be 240,000 Tons per Annual Period and the County's Monthly Recyclable Trash Guaranteed Tonnage shall be 1/12 of the Annual Recyclable Trash Guaranteed Tonnage. In the event the Company reasonably believes Okeelanta or other third parties will accept less Biomass Fuel during the next succeeding Annual Period than the amount set forth in the Okeelanta Agreement, for planning purposes, the Company shall notify the County at least 60 days prior to the beginning of the next Annual Period of the amount of Recyclable Trash the Company expects to be able to Accept, taking into account such reduced acceptance of Biomass Fuel. The preceding sentence shall not affect the obligations of the parties under Section 5.9. Upon the agreement of the County and the Company, the County may Deliver Recyclable Trash in excess of the Annual Recyclable Trash Guaranteed Tonnage for Processing at the Facility.

5.5.2 Failure to Accept Recyclable Trash. Subject to the provisions of Sections 5.2 and 5.3, in the event that the County Delivers Recyclable Trash to the Facility and the Company fails to Accept such Recyclable Trash for Processing or if the Company notifies the County in advance that it cannot Accept a certain amount of Recyclable Trash, such amounts available for Delivery by the County but not Accepted will count toward the County's Annual and Monthly Recyclable Trash Guaranteed Tonnage but will not count toward the Company's Annual and Monthly Recyclable Trash Processing Guarantee. So long as the conditions described in the foregoing sentence are in effect, the County shall receive credit for having Delivered to the Facility the proportionate weekly amount of the Annual Recyclable Trash Processing Guarantee, and such amounts deemed to be Delivered shall not count toward the Company's Annual and Monthly Recyclable Trash Processing Guarantee. In the event the County receives credit for Delivering Recyclable Trash pursuant to this Section 5.5.2 during any Annual Period, the Company shall have the right, during the remainder of such Annual Period, to request additional Deliveries of Recyclable Trash, up to the amount for which the County has received credit pursuant to this Section 5.5.2. The Company shall give the County at least one Week's notice for such additional Deliveries. The County shall be required to Deliver such Recyclable Trash to the Facility if, in the reasonable discretion of the County, such Recyclable Trash is available to the County for Delivery. Such Recyclable Trash shall count toward the County's Annual and Monthly Recyclable Trash Guaranteed Tonnage (in lieu of the credit the County received pursuant to this Section 5.5.2 as a result of the Company's failure to Accept Recyclable Trash) and the Company's Annual and Monthly Recyclable Trash Processing Guarantee.

5.6 Fines and Recyclable Trash Rejects. The Company may return Fines and Recyclable Trash Rejects generated from the Processing of Recyclable Trash to the County. With respect to such Fines and Recyclable Trash Rejects, the Company shall (i) load such Fines and Recyclable Trash Rejects at its cost on to County trucks for disposal, at any time Monday through Saturday between 7:00 a.m. and 5:00 p.m., or (ii) provide for other disposal of such Fines and Recyclable Trash Rejects as directed by the County at the County's expense. The County agrees to cause the prompt removal of all Fines and Recyclable Trash Rejects from the Facility. In lieu of returning all or any portion of the Fines to the County pursuant to this Section 5.6, the Company may substitute for such Fines ash which is the by product of the combustion of Biomass Fuel (by Okeelanta or another third party). The combined amount of ash (on a dry basis) and/or Fines returned to the County shall not exceed the Fines Guarantee. The ash shall be transported at the Company's expense to the Facility, and the County shall dispose of the ash in the same manner as provided for Fines in this Section 5.6.

5.7 Changes in Recyclable Trash Composition. The parties agree that Recyclable Trash Delivered to the Facility shall be composed of at least 65.0% Biomass Fuel and not more than (i) 6.9% Fines (a portion of total Fines) and (ii) 17.6% Recyclable Trash Rejects. The County shall not initiate any change in the composition of Trash Delivered to the Facility. If, due to circumstances beyond the control of the County and the Company, changes in the composition of Trash Delivered to the Facility cause the Company's costs of Processing Recyclable Trash and producing Biomass Fuel therefrom to increase, then the County shall pay the Company an amount necessary to reimburse the Company for its increased costs as documented to the satisfaction of the Bond Engineer resulting from such change in the composition of Recyclable Trash. Any damages paid by the County pursuant to Sections 10.5.3 and 10.5.4 shall reduce the amount payable to the Company hereunder for the same Annual or Monthly Period. Such change in composition shall be demonstrated by a Trash composition study to include sampling events one Week in duration during each of four consecutive calendar quarters. Both the County and the Company shall approve the independent consultant to perform the study, and the cost of the study shall be paid by the party requesting the study. In the event the cumulative effect of all such increased costs exceed 25% of the Solid Waste Tipping Fee then in effect (without giving effect to any previous increases in the Solid Waste Tipping Fee pursuant to this Section 5.7) or if the Processing of such Recyclable Trash is not physically feasible, then the County may elect to cease Deliveries of Recyclable Trash to the Facility, and neither the County nor the Company shall have any further obligations with respect to this Article V; provided, however, that the Capital Tipping Fee shall be adjusted to reflect the reduction in the Annual Recyclable Trash

Guaranteed Tonnage (i.e., the Capital Tipping Fee shall be calculated based only upon the quantity of On-Site Waste to be Delivered to the Facility).

5.8 Successor Operator. In the event the Company ceases to serve as the operator of the Facility prior to the expiration of the Term of this Agreement, then the County or the successor operator of the Facility, as the case may be, shall have the same obligation to deliver Biomass Fuel to Okeelanta that the Company has pursuant to the Okeelanta Agreement. The County shall have the right to approve amendments to the Okeelanta Agreement entered into after the date of this Agreement, such approval not to be unreasonably withheld. The County shall give or withhold its approval within 30 Days after the Company delivers a proposed amendment to the Okeelanta Agreement to the County. The County may only withhold its approval if such amendment would, in the reasonable opinion of the County, have a material adverse effect on the County in the event the County (or a successor operator of the Facility) assumes the Company's obligations under the Okeelanta Agreement pursuant to this Section 5.8. If the County fails to give Notice to the Company within such 30 Day period that it is giving or withholding its approval to the amendment, the County shall be deemed to have approved the amendment.

5.9 Failure to Process Recyclable Trash.

5.9.1 Monthly. In the event the Company fails to Accept for Processing Recyclable Trash in an amount equal to or greater than 85% of its Monthly Recyclable Trash Processing Guarantee due to the failure of Okeelanta or other third parties to accept Biomass Fuel from the Company, which failure is not due to the Company's failure to meet its obligations under this Agreement or its obligations to Okeelanta under the Okeelanta Agreement, the Company shall not be subject to the damages set forth in Section 10.2.5 and the Company's Monthly Recyclable Trash Processing Guarantee shall be equal to the amount of Recyclable Trash which the Company is capable of Accepting or Biomass Fuel which third parties are willing to accept, as the case may be. The Company shall use its good faith efforts to enforce the provisions of the Okeelanta Agreement in the event of a default by Okeelanta. The Company shall pay to the County any damages collected by the Company through said enforcement up to the amount of the County's obligation to pay the Capital Tipping Fee in respect of Recyclable Trash the Company fails to Accept for Processing pursuant to this Section 5.9, and the County shall be permitted to review and approve all damage, penalty and termination provisions of the Okeelanta Agreement (and any amendments to the Okeelanta Agreement after the date of this Agreement) prior to its execution by the Company. In the event the Company is unable to Accept any Recyclable Trash Delivered to the Facility or dispose of any Biomass Fuel generated at the Facility for the reasons stated above, neither the

~~County nor the Company shall have any further obligation with respect to this Article V; provided, however, that the Capital Tipping Fee shall be adjusted to reflect the reduction in the Monthly Recyclable Trash Guaranteed Tonnage (i.e., the Capital Tipping Fee shall be calculated based only upon the quantity of On-Site Waste to be Delivered to the Facility).~~

~~5.9.2 Annually. In the event the Company fails to Accept for Processing Recyclable Trash in an amount equal to or greater than 90% of its Annual Recyclable Trash Processing Guarantee due to the failure of Okeelanta or other third parties to accept Biomass Fuel from the Company, which failure is not due to the Company's failure to meet its obligations under this Agreement or its obligations to Okeelanta under the Okeelanta Agreement, the Company shall not be subject to the damages set forth in Section 10.2.6 and the Company's Annual Recyclable Trash Guarantee shall be equal to the amount of Recyclable Trash which the Company is capable of Accepting or Biomass Fuel which third parties are willing to accept, as the case may be. The Company shall use its good faith efforts to enforce the provisions of the Okeelanta Agreement in the event of a default by Okeelanta. The Company shall pay to the County any damages collected by the Company through said enforcement up to the amount of the County's obligation to pay the Capital Tipping Fee in respect of Recyclable Trash the Company fails to Accept for Processing pursuant to this Section 5.9, and the County shall be permitted to review and approve all damage, penalty and termination provisions of the Okeelanta Agreement (and any amendments to the Okeelanta Agreement after the date of this Agreement) prior to its execution by the Company. In the event the Company is unable to Accept any Recyclable Trash Delivered to the Facility or dispose of any Biomass Fuel generated at the Facility for the reasons stated above, neither the County nor the Company shall have any further obligations with respect to this Article V; provided, however, that the Capital Tipping Fee shall be adjusted to reflect the reduction in the Annual Recyclable Trash Guaranteed Tonnage (i.e., the Capital Tipping Fee shall be calculated based only upon the quantity of On-Site Waste to be Delivered to the Facility).~~

[omitted]

Article VI

RESPONSIBILITIES OF THE COUNTY

6.1 Ownership of Real Property and Permits. The County owns and holds legal title to the Facility and the Site. Any sale, lease, assignment, transfer or other

disposition of all or a portion of the Facility, the Site or the County Facilities shall not relieve or modify the obligations and agreements of the County hereunder, ~~except that the County at its sole option may pay the Unamortized Capital Cost and be relieved of all of its obligations hereunder,~~ provided, however, in that event this Agreement shall remain in full force and effect notwithstanding such sale, lease, assignment, transfer or other disposition with regard to the transferee. The County shall maintain existing site certifications, all land use designations and other permits in effect or otherwise required in the future for the performance of the operational obligations of both the County and the Company pursuant to this Agreement. Notwithstanding any provision of this Agreement to the contrary, to the extent required by law, no provision of this Agreement shall bind or obligate the County, ~~the Zoning Appeals Board, the Building and Zoning Department, the Planning Department~~ or any department, board or agency of the County, to agree to any specific request of the Company that involves the regulatory or quasi-judicial power of the County.

6.2 Access. The County shall provide and maintain for the Company, its employees, agents and Contractors full and complete access to the Facility, the Site and the County Facilities.

6.3 County Delivery of Waste. The County shall Deliver Solid Waste to the Facility consistent with its countywide collection and disposal practices, as modified from time to time at the County's discretion, provided, that, the foregoing shall not relieve the County from any of its obligations under this Agreement. The County shall have no obligation to make level its Deliveries of Solid Waste to the Facility on a daily basis or to segregate the Solid Waste Delivered to the Facility into its component parts.

6.4 On-Site Waste Guaranteed Tonnage.

6.4.1 Guarantee. Beginning on October 1, ~~2009~~2022, the County's Annual On-Site Waste Guaranteed Tonnage shall be ~~732,000 Tons per Annual Period and the County's Monthly On-Site Waste Guaranteed Tonnage shall be the applicable Monthly On-Site Waste Guaranteed Tonnage for the Month in question; provided, however, that the provisions of this sentence shall not apply to the extent that the amount of Recyclable Trash Processed by the Company is reduced pursuant to Section 5.9 (it being the intent of the parties that the sum of the Annual On-Site Waste Guaranteed Tonnage and the Annual Recyclable Trash Guaranteed Tonnage shall never be less than~~ 972,000 Tons per Annual Period~~).~~. Except as otherwise

expressly provided in this Agreement, the County shall be obligated to pay ~~Tipping Fees on the basis of such Annual On-Site Waste Guaranteed Tonnage and Monthly On-Site Waste Guaranteed Tonnage~~the Service Fee whether or not the County Delivers such Annual On-Site Waste Guaranteed Tonnage ~~or Monthly On-Site Waste Guaranteed Tonnage.~~.

~~6.4.2 Failure to Accept On-Site Waste. In the event that the County Delivers On-Site Waste to the Facility and the Company fails to Accept such On-Site Waste for Processing or if the Company notifies the County in advance that it cannot Accept a certain amount of On-Site Waste, such amounts available for Delivery by the County but not Accepted will count toward the County's Annual and Monthly On-Site Waste Guaranteed Tonnage but will not count toward the Company's Annual and Monthly On-Site Waste Processing Guarantee. So long as (i) the conditions described in the foregoing sentence are continuing or (ii) there is in storage Solid Waste above the limit provided in Section 4.8 then, in either case, the County shall receive credit for having Delivered to the Facility 3,096 Tons of On-Site Waste per Day (or, if the Company has requested Deliveries of additional On-Site Waste pursuant to Section 6.14(c), an amount equal to 1/312th of the total number of Tons of On-Site Waste the Company has requested be Delivered to the Facility during such Annual Period) less the amount actually Delivered, up to 18,577 Tons per Week (or if the Company has requested Deliveries of additional On-Site Waste pursuant to Section 6.14(c), an amount equal to 1/52nd of the total number of Tons of On-Site Waste the Company has requested be Delivered to the Facility during such Annual Period), and 769.3 Tons of Recyclable Trash per Day less the amount actually Delivered, up to 4,616 Tons per week, and such amounts deemed to be Delivered shall not count toward the Company's Annual and Monthly On-Site Waste Processing Guarantee. In the event the County receives credit for Delivering On-Site Waste pursuant to this Section 6.4.2 during any Annual Period, the Company shall have the right, during the remainder of such Annual Period, to request additional Deliveries of On-Site Waste, up to the amount for which the County has received credit pursuant to this Section 6.4.2. The Company shall give the County at least one Week's notice for such additional Deliveries. The County shall be required to Deliver such On-Site Waste to the Facility if, in the reasonable discretion of the County, such On-Site Waste is available to the County for Delivery. Such On-Site Waste shall count toward the County's Annual and Monthly On-Site Waste Guaranteed Tonnage (in lieu of the credit the County received pursuant to this Section 6.4.2 as a result of the Company's failure to Accept On-Site Waste) and the Company's Annual and Monthly On-Site Waste Processing Guarantee.~~

6.4.2 Waste Management Hierarchy. The parties recognize the County's efforts to meet its sustainability goals. The Company agrees that at such time as the County has eliminated the disposal of Garbage and Trash utilizing methods of waste management less preferred than energy recovery, as set forth on the United States Environmental Protection Agency Waste Management Hierarchy attached as Appendix L to this Agreement (the "Waste Management Hierarchy"), the County may choose to dispose of Garbage and Trash using methods of waste management more preferred than energy recovery, as set forth on the Waste Management Hierarchy. Following the elimination of less preferred methods of waste management, for each Ton of Garbage or Trash the County diverts from the Facility in favor of a more preferred method of waste management, as set forth on the Waste Management Hierarchy, the Annual On-Site Waste Guaranteed Tonnage shall be reduced by one Ton. Notwithstanding the foregoing, the Annual On-Site Waste Guaranteed Tonnage shall not be reduced to an amount less than the amount of On-Site Waste (adjusted for the Higher Heating Value of the revised waste stream) required to meet the County's and/or the Company's obligations under then-existing contracts for the sale of electricity generated by the Facility. In the event the Annual On-Site Waste Guaranteed Tonnage is reduced in accordance with this Section 6.4.2, the Annual On-Site Waste Processing Guarantee, the Annual Energy Guarantee and the Combined Residue/Rejects Guarantee shall be adjusted to reflect the reduced tonnage and composition of the revised waste stream. The County shall provide at least six (6) months' notice to the Company of any reduction of the Annual On-Site Waste Guaranteed Tonnage pursuant to this Section 6.4.2.

6.4.3 Additional On-Site Waste. The County, in its sole discretion, may provide additional On-Site Waste for Acceptance and Processing as requested by the Company, up to the amounts specified in the permits pertaining to the Facility. The County shall be obligated to pay only the ~~Tipping Fees~~Incentive Fee set forth in Section 7.1.4(a) for ~~Excess On-Site Waste and Additional~~ Excess On-Site Waste Accepted and Processed by the Company.

~~6.4.4 Adjustment Based on Available Solid Waste. On October 1, 2015 and on each October 1 every five years thereafter (i.e., October 1, 2020 and, during any applicable renewal terms in accordance with Section 2.1, October 1, 2025, October 1, 2030, October 1, 2035 and October 1, 2040), in the event the total amount of Solid Waste available to the County for Delivery to the Facility from all sources is less than 1,800,000 Tons per Annual Period, then the County's Annual On-Site Waste Guaranteed Tonnage and Annual Recyclable Trash Guaranteed Tonnage shall be reduced, for a period of five Annual Periods commencing on such October 1, to an aggregate amount equal to one-half of the amount of Solid Waste available to the~~

~~County, provided that in no event shall the sum of such amounts (i.e., the sum of the reduced guarantees) be less than 450,000 Tons per Annual Period. For purposes of this Section 6.4.4, Solid Waste shall not be deemed to be available to the County for Delivery to the Facility if such Solid Waste is unavailable for circumstances beyond the County's control and not due to actions taken by the County. In the event the Annual On-Site Waste Guaranteed Tonnage and the Annual Recyclable Trash Guaranteed Tonnage are to be adjusted pursuant to this Section 6.4.4 to a single aggregate guarantee, the allocation of Delivered Solid Waste between On-Site Waste and Recyclable Trash shall be determined by the Company, subject to the approval of the Mayor, which approval shall not be unreasonably withheld, and all other amounts set forth in this Agreement which are determined by reference to, or with respect to, the Annual On-Site Waste Guaranteed Tonnage or the Annual Recyclable Trash Guaranteed Tonnage shall be adjusted accordingly. The determination of the amount of any adjustment in such guarantees pursuant to this Section 6.4.4 shall be made not later than the February 15 immediately preceding the October 1 effective date of such adjustment.~~

6.5 Weighing of Wastes. The County shall weigh all Solid Waste, Non-Processable Waste, Residue, Rejected Loads~~, Fines~~ and ~~Recyclable Trash~~ Rejects and Reject Overs Processed as On-Site Waste at the Scalehouse by weighing the transporting vehicles and subtracting therefrom the determined tare weight of the vehicle. The Company may have a representative present at all weighings. At any time, either the County or the Company may require the revalidation of the tare weight of any vehicle. The County shall keep daily records of the weight of Solid Waste, Non-Processable Waste, Residue, Rejected Loads~~, Fines~~ and ~~Recyclable Trash~~ Rejects and Reject Overs Processed as On-Site Waste entering and leaving the Facility. Copies of such daily records shall be provided to the Company as soon as available, but in no event later than two (2) Working Days, and shall be retained by the County for a period of two (2) years. The scale at the Scalehouse shall be calibrated to the accuracy required by the Florida State Bureau of Weights and Measures annually at the County's expense unless such calibration is required by law to be conducted more than once a year, in which case the County shall bear the cost of any additional calibration. The Company may require the County to calibrate the scales more often than required by law, provided the Company pays the cost of such calibration. All records of the calibration shall be held by the County and shall be furnished to the Company upon request. Either the County or the Company shall have the right to require, at the requesting party's cost, a test of the accuracy of one (1) or more of the scales. In the event that any scale is in need of repair or calibration, the County shall promptly repair or calibrate such scale at the County's expense to attain such accuracy. During such periods of scale repair, unavailability or

incapacity, vehicular weights and the weight of Solid Waste, Non-Processable Waste, Residue, Rejected Loads~~, Fines~~ and ~~Recyclable Trash~~ Rejects and Reject Overs entering and leaving the Facility shall be calculated in accordance with the County's Schedule of Estimated Weights and Values.

6.6 Transportation of Non-Processable Waste, Residue and Shredded Tires. Non-~~-~~Processable Waste, Residue and shredded tires ~~segregated by~~shall be removed from the ~~Company for return to~~Facility in the ~~County shall be loaded, Monday through Saturday, between the hours of 7:00 a.m.~~manner provided in Sections 4.9.1 and ~~5:00 p.m., by the Company at its expense onto County trucks for appropriate disposal by the County.~~4.12.2.

6.7 Sampling of Ash. The County may, at its expense, sample Ash on a daily basis as the Ash is being loaded by the Company onto trucks for removal from the Facility. The parties may also agree upon adjusting the Ash testing frequency as they deem appropriate. The Company shall be relieved of its obligations to repair the Facility under this Agreement to the extent it is able to prove that the Hazardous Waste character of the Ash, if any, was directly caused by a change in the composition of On-Site Waste Accepted for Processing at the Facility, as evidenced by the Solid Waste profiles obtained pursuant to Section 4.13.

6.8 Disposal Fees and Charges. The County, at all times during the Term, shall fix, establish, revise from time to time as necessary, maintain and collect all Disposal Fees and other charges from its residents, private haulers and municipalities for the disposal of Solid Waste within the County at a level not less than necessary to permit the County to meet the County's obligations pursuant to this Agreement ~~and the Bond Documents~~.

~~—~~6.9 Payment for Inventory, Rolling Stock and Capital Items~~–~~.

(a)~~–~~ Upon the termination of this Agreement or the expiration of the Term, the Company shall deliver the then existing Inventory and Rolling Stock to the County.

(b)~~–~~ The County shall pay to the Company for the then existing Inventory and Rolling Stock a purchase price equal to the sum of (i) the value of the Inventory plus (ii) the value of the Rolling Stock; provided, however, the County shall receive a credit against such purchase price in an amount equal to the sum of (x) $~~4,024,399.72~~5,039,606.79 as of October 1, ~~2009~~2021 (adjusted for changes in the Consumer Price Index in the manner described in Section 7.1.6) plus (y) the value of any Inventory and Rolling Stock acquired after October 1, 1999 to the extent such

Inventory and Rolling Stock was acquired with funds provided by the County specifically for the purchase of such Inventory. The Company shall maintain an amount of Inventory and Rolling Stock at all times such that the sum of the clauses (i) plus (ii) of the immediately preceding sentence is never less than the sum of the clauses (x) plus (y) of the immediately preceding sentence and Rolling Stock, including pursuant to Section 4.4.3. In no event shall the purchase price be less than $0.00.

(c) For purposes of clauses (i) and (ii) in Section 6.9(b), Inventory shall be valued using the average weighted cost method, and Rolling Stock shall be valued using nine (9) year straight-line depreciation. For purposes of clause (y) above, Inventory shall be valued at the cost of the Inventory, adjusted for changes in the Consumer Price Index from the date of delivery of such Inventory to the Facility, except that mobile equipment shall be valued at one-half of the cost of such mobile equipment, adjusted for changes in the Consumer Price Index from the date of delivery of such mobile equipment to the Facility.

(d) Commencing on October 1, 2018 and on October 1st of each year thereafter during the Term, the Company shall have a five-year capital replacement plan. The Company shall submit the plan to the County and the Bond Engineer not later than August 1st immediately preceding the October 1st effective date of the plan. The plan shall set forth a list of the capital items the Company proposes to replace at the Facility over the following five (5) years, the proposed dates for the replacement of each such capital item and the useful life of each such capital item for purposes of depreciation and amortization.. The County and the Bond Engineer shall provide Notice to the Company within thirty (30) days after the Company's submission of the plan indicating whether or not the plan or any individual component of the plan is approved. In the event the County and the Bond Engineer do not provide such Notice to the Company within the 30-day period, the plan shall be deemed to be approved. In the event the plan or any individual component of the plan is not approved by both the County and the Bond Engineer, the Company may elect to utilize the provisions of Section 15.17, in which case the independent engineer shall have the authority to approve the plan or any individual component of the plan.have an independent engineer appointed in accordance with Section 15.17 determine whether the plan or component should be approved. The independent engineer shall be selected by the parties within ten (10) days after the Notice of disapproval from the County and the Bond Engineer, and the independent engineer shall render its decision within fifteen (15) business days after the Notice of disapproval from the County and the Bond Engineer. The decision of the independent engineer shall be binding on the County and the Company. In the event the

Company's plan is approved by the County and the Bond Engineer or by the independent engineer, ~~(i) if this Agreement is terminated by the Company due to the County's default, (ii) if this Agreement terminates because the County gives Notice pursuant to Section 2.1 that it does not desire that the Term be extended for a renewal term, (iii) if this Agreement terminates because the Company gives notice pursuant to Section 2.1 that it does not desire that the Term be extended for a renewal term and the County directly or indirectly continues the operations of the Facility after the termination of this Agreement or (iv) this Agreement terminates at the end of the fourth renewal term and the County directly or indirectly continues the operations of the Facility after the termination of this Agreement, then in any such case, the County shall promptly pay to the Company an amount equal to the unamortized cost, as of the date of termination of this Agreement, of those capital items purchased by the Company in accordance with the plan.~~the County shall pay to the Company an amount equal to the cost of those capital items purchased by the Company in accordance with the plan in the manner provided in Section 4.4.3.

6.10 Source of Payment of Fees Due the Company. No revenues received by the County from the operation of the Facility or the collection of Disposal Fees shall be segregated or subject to any lien in favor of the Company under this Agreement.

6.11 Amounts of Garbage and Trash~~.~~. The Company shall notify the County on Monday of each week of the amounts of Trash ~~(including Recyclable Trash)~~ and Garbage that the Company can Accept for Processing at the Facility for that week, and the County shall make all reasonable efforts to Deliver or cause to be Delivered the weekly amounts of Trash ~~(including Recyclable Trash)~~ and Garbage requested by the Company, which weekly amounts of Garbage in no event shall total less than 732,000 Tons per Annual Period~~, except as provided in Section 6.4.4 and Section 6.14(i).~~. The Annual On-Site Waste Guarantee Tonnage ~~and Monthly On-Site Waste Guaranteed Tonnage~~ shall be fulfilled through Deliveries of Garbage. During any periods in which the amount of On-Site Waste to be Delivered by the County is increased in accordance with the provisions of Section 6.14(a), the County's obligation to Deliver Garbage shall be increased to all of the Garbage available to the County for Delivery to the Facility. If the amount of Garbage Delivered to the Facility is less than the sum of 806,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c), the Company, at its option, may request Deliveries of Trash in excess of 400,000 Tons per Annual Period (but the County shall not be required to Deliver Trash in excess of 440,000 Tons per Annual Period). The County shall Deliver such Trash to the Facility if, in the reasonable discretion of the County, such Trash is available to the County for Delivery; provided that the County shall not be required to Deliver Solid Waste to the

Facility in excess of the sum of 1,206,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c). The County may Deliver Trash ~~(including Recyclable Trash)~~ in any amount necessary to fulfill its obligations under this Agreement~~, but no less than the amount required to satisfy the Annual Recyclable Trash Guaranteed Tonnage~~. In the event the County Delivers less than 400,000 Tons of Trash in any Annual Period, the Company's Annual On-Site Waste Processing Guarantee shall be reduced by the number of Tons equal to the difference between 400,000 and the number of Tons of Trash actually Delivered, up to a maximum of 160,000 Tons.

6.12 Deliveries of Garbage and Trash. (i) The maximum amount of Trash ~~(including Recyclable Trash)~~ which the County may Deliver to the Facility in any Annual Period shall be 440,000 Tons (unless the Company consents to the Delivery of a greater amount); (ii) the ~~minimum amount of Recyclable Trash which the County must Deliver to the Facility during any Annual Period shall be the Annual Recyclable Trash Guaranteed Tonnage then in effect; (iii) the~~ maximum amount of Garbage which the County may Deliver to the Facility in any Annual Period shall be ~~966~~972,000 Tons (unless the Company consents to the Delivery of a greater amount); and (~~iv)~~ iii) the minimum amount of Garbage which the County must Deliver to the Facility in any Annual Period shall be an amount equal to the Annual On-Site Waste Guaranteed Tonnage minus the number of Tons of Trash ~~(excluding Recyclable Trash)~~ Delivered to the Facility in such Annual Period, provided, however, that nothing in this Section 6.12 shall affect the County's obligations under Section 6.11.

6.13 Higher Heating Value of On-Site Waste. In the event that the Higher Heating Value of RDF produced at the Facility during any Monthly Period shall exceed 5,000 Btu per pound of RDF, the County and the Company agree to adjust the County's Annual ~~and Monthly~~ On-Site Waste Guaranteed Tonnage and the Company's Annual ~~and Monthly~~ On-Site Waste Processing Guarantee and the Company's Combined Residue/Rejects Guarantee accordingly.

6.14 Availability of Solid Waste~~.~~.

(a) It is the intent of the parties that in the event Garbage is not unavailable to the County for Delivery to the Facility for circumstances beyond the County's control and not due to actions taken by the County, then the County shall increase Deliveries of On-Site Waste to the Facility up to the sum of ~~966~~972,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c~~), except as provided in Section 6.14(i~~). In determining whether Garbage is unavailable to the County for Delivery to the Facility for circumstances beyond the County's control and not due to actions taken

by the County, the following uses of Garbage by the County shall be deemed to be circumstances beyond the County's control and not due to actions taken by the County: (i) Garbage the County needs to comply with the Waste Management Agreement; (ii) the County's decision to not direct Garbage to the Facility from municipalities which have entered into interlocal agreements with the County for solid waste disposal, but only to the extent of 100,000 Tons of Solid Waste per Annual Period from such municipalities which may be delivered to the Waste Management Inc. of Florida landfill in the City of Medley, Florida under the terms of the Waste Management Agreement. The County shall provide the Company Notice of such increases in Deliveries at least 90 days in advance of such increases. The parties acknowledge that it is the intent of the County to use its reasonable efforts to maximize the amount of On-Site Waste contracted for with third parties and available for delivery to the Facility during the term of this Agreement, including the renewal terms.

(b) In the event the minimum amount of Garbage to be Delivered to the Facility is less than the sum of 806,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c), the Company may elect, at its sole discretion, to limit the amount of Solid Waste it will Accept for Processing during any Annual Period to an amount less than the amount available to the County for Delivery to the Facility, but not less than 972,000 Tons ~~(i.e., 732,000 Tons of On-Site Waste and 240,000 Tons of Recyclable Trash).~~ If the amount of Garbage Delivered to the Facility is less than the sum of 806,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c), the Company, at its option, may request Deliveries of Trash in excess of 400,000 Tons per Annual Period (but the County shall not be required to Deliver Trash in excess of 440,000 Tons per Annual Period). The County shall Deliver such Trash to the Facility if, in the reasonable discretion of the County, such Trash is available to the County for Delivery; provided that the County shall not be required to Deliver Solid Waste to the Facility in excess of the sum of 1,206,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c). In determining whether such Trash in excess of 400,000 Tons per Annual Period is available to the County for Delivery to the Facility, the following uses of Trash by the County shall be deemed to be circumstances beyond the County's control and not due to actions taken by the County: (i) Trash the County needs to comply with the Waste Management Agreement; and (ii) the County's decision to not direct Trash to the Facility from municipalities which have entered into interlocal agreements with the County for solid waste disposal, but only to the extent of 100,000 Tons of Solid Waste per Annual Period from such municipalities which may be delivered to the Waste

Management Inc. of Florida landfill in the City of Medley, Florida under the terms of the Waste Management Agreement.

(c) In addition to the amount set forth in Section 6.14(a), it is the intent of the parties that in the event Solid Waste is not unavailable to the County for delivery to the Facility for circumstances beyond the County's control and not due to actions taken by the County (as set forth in Sections 6.14(a) and (b)), the Company may request, and the County shall ~~deliver, additional On-Site Waste as set forth in this Section 6.14(c), except as provided in Section 6.14(i). The maximum amount of additional On-Site Waste that may be requested by the Company in any Annual Period shall be as follows: (i) up to 85,000 Tons in the Annual Period commencing October 1, 2009, and (ii) up to 100,000 Tons in the Annual Period commencing October 1, 2010 and in each Annual Period thereafter. The Company shall deliver Notice to the County of the amount, if any, of additional On-Site Waste it is requesting pursuant to this Section 6.14(c) not later than March 1 immediately preceding the Annual Period to which such Notice relates. If during any Annual Period, the Company fails to Accept for Processing any of the additional On-Site Waste requested by the Company in accordance with this Section 6.14(c) (other than as a result of the failure of the County to perform its obligations under this Agreement in accordance with the terms of this Agreement), and the County is capable of Delivering such additional On-Site Waste to the Facility, then the Company shall pay the County an amount equal to the number of Tons of additional On-Site Waste the Company so fails to Accept for Processing multiplied by the Unbudgeted Disposal Cost Fee.~~Deliver to the Facility, all On-Site Waste available to the County.

~~(d) In the event the Annual and/or Monthly Recyclable Trash Guaranteed Tonnage and Annual and/or Monthly Recyclable Trash Processing Guarantee are reduced in accordance with the provisions of Sections 5.7 or 5.9, the County's ability to adjust Deliveries of On-Site Waste pursuant to this Section 6.14, except as provided in Section 6.14(i), shall be offset (it being the intent of the parties that the County's obligation to Deliver, and the Company's obligation to Accept and Process, On-Site Waste and Recyclable Trash shall never be less, in the aggregate, than the sum of 972,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c).~~

~~(e) The County shall not Deliver or cause to be Delivered any Trash (including Recyclable Trash)~~ (d) [omitted]

(e) The County shall not Deliver or cause to be Delivered any Trash to the Facility from the Central Transfer Station currently located at 1150 ~~N.W.~~NW

20th Street, Miami, Florida or any successor or replacement for such transfer station, and such Trash shall not be deemed available unless it is requested by the Company.

(f) The Company shall be permitted to transfer Trash to third parties in exchange for equivalent amounts of Garbage, provided that such transfer of Trash for Garbage does not have a material adverse effect on the County. The transfer of Garbage shall be on terms and conditions satisfactory to the Company and the Mayor or his/her designee.

(g) At its option, the Company may Process ~~Recyclable Trash~~ Rejects, including Reject Overs, as On-Site Waste, provided that the amount of ~~Recyclable Trash~~ Rejects, including Reject Overs, Processed as On-Site Waste shall not exceed 10.9% of the ~~Reject Overs Guarantee.~~Trash Accepted for Processing by the Company in any Annual Period. The amount, if any, of ~~Recyclable Trash~~ Rejects, including Reject Overs, Processed as On-Site Waste shall count toward the County's Annual ~~and Monthly~~ On-Site Waste Guaranteed Tonnage and the Company's Annual ~~and Monthly~~ On-Site Waste Processing Guarantee. Any ~~Recyclable Trash~~ Rejects, including Reject Overs, Processed as On-Site Waste shall be counted as On-Site Waste Accepted for Processing by the Company for all purposes in this Agreement ~~(including, without limitation, Section 7.1).~~ Reject Overs Processed as On-Site Waste shall not be redeposited on the Trash Tipping Floor or in the Trash pit. The Company shall utilize reasonable efforts to operate the Recyclable Trash Improvements so as to minimize the quantity of Reject Overs generated. The County shall utilize reasonable efforts to Deliver Trash, including yard waste, that is significantly free of Non-Processable Waste and other material not suitable for the production of ~~Biomass Fuel.~~ RDF.

(h) The Company may obtain Solid Waste from third parties to be Processed at the Facility. The obtaining of such Solid Waste from third parties shall be on terms and conditions reasonably satisfactory to the Company and the Mayor or his/her designee, which terms and conditions shall be in writing. ~~-~~The provisions of this paragraph (h) are not intended to affect any of the obligations of the Company or the County under this Agreement, except to the extent set forth in such writing.

~~(i) On October 1, 2015 and on each October 1 every five years thereafter (i.e., October 1, 2020 and, during any applicable renewal terms in accordance with Section 2.1, October 1, 2025, October 1, 2030, October 1, 2035 and October 1, 2040), in the event the total amount of Solid Waste available to the County for Delivery to the Facility from all sources is less than 1,800,000 Tons per Annual Period, then the County's Delivery obligations set forth in Sections 6.14(a) and (b) shall be reduced, for a period of five Annual Periods commencing on such October 1,~~

~~to an aggregate amount equal to two thirds of the amount of Solid Waste available to the County, provided that in no event shall the sum of such amounts (i.e., the sum of the reduced Delivery obligations under Sections 6.14(a) and (b)) be less than 600,000 Tons per Annual Period. For purposes of this Section 6.14(i), Solid Waste shall not be deemed to be available to the County for Delivery to the Facility if such Solid Waste is unavailable for circumstances beyond the County's control and not due to actions taken by the County. In the event the Delivery obligations set forth in Sections 6.14(a) and (b) are to be adjusted pursuant to this Section 6.14(i), the allocation of the adjustment between Garbage and Trash shall be determined by the Company, subject to the approval of the Mayor, which approval shall not be unreasonably withheld, and all other amounts set forth in this Agreement which are determined by reference to, or with respect to, the County's Delivery obligations set forth in Sections 6.14(a) and (b) shall be adjusted accordingly. The determination of the amount of any reduction in such Delivery obligations pursuant to this Section 6.14(i) shall be made not later than the February 15 immediately preceding the October 1 effective date of such reduction. Nothing in this Section 6.14(i) shall limit the County's ability to enter into contracts with third parties for the disposal of Solid Waste in excess of the two thirds amount referred to in this Section 6.14(i), provided that such contracts shall be deemed to be actions taken by the County for purposes of the immediately following five year determination pursuant to this Section 6.14(i). To the extent that Solid Waste is available, and except for Solid Waste that is subject to contracts with third parties for the disposal of Solid Waste in excess of the two thirds amount referred to in this Section 6.14(i), it is the intent of the County and the Company that the County shall Deliver or cause to be Delivered to the Facility all available Solid Waste up to 240,000 Tons of Trash and 966,000 Tons of On-Site Waste, plus any amount of On-Site Waste requested by the Company pursuant to Section 6.14(c), subject to the provisions of Section 6.4.4 and Section 6.14(i).~~

Article VII

COMPENSATION OF THE COMPANY AND THE COUNTY

7.1 ~~Tipping Fees~~Service Fee and Pass Through Costs.

~~7.1.1 Basic Operation and Maintenance Tipping Fee.~~

~~(a) Solid Waste Tipping Fee.~~Service Fee. Subject to adjustment as provided in Section 7.1.6 and Section 12.3, the County shall pay the Company, as of October 1, ~~2009~~2022 and throughout the Term of this Agreement, for operating and maintaining the Facility and Processing On-Site Waste ~~and Recyclable Trash, a~~

~~Tipping Fee of $45.00~~, a service fee (the "~~Solid Waste Tipping~~Service Fee") ~~for each Ton of On-Site Waste and Recyclable Trash Accepted for Processing by the Company up to an aggregate of 732,000 Tons of On-Site Waste and Recyclable Trash~~in the amount of $59,731,200 per Annual Period. ~~The Solid Waste Tipping Fee shall decrease (i) to $38.13 in~~ On October 1, ~~2009 dollars (subject to adjustment as provided above) for each Ton of On-Site Waste and Recyclable Trash Accepted for Processing by the Company in excess of 732,000 Tons per Annual Period up to 966,000 Tons per Annual Period and (ii) to $27.83 in October 1, 2009 dollars (subject to adjustment as provided above) for each Ton of On-Site Waste and Recyclable Trash Accepted for Processing by the Company in excess of 966,000 Tons per Annual Period; provided, however, that the Solid Waste Tipping~~2027, immediately after the adjustment described in Section 7.1.6, the amount of the Service Fee shall be ~~$31.12 in October 1, 2009 dollars (subject to adjustment as provided above;~~ reduced by $2,000,000 and the ~~"Recyclable Trash Fee") for each Ton of Recyclable Trash Accepted for Processing after an aggregate of 966,000 Tons of On-Site Waste and Recyclable Trash have been Accepted for Processing in an Annual Period, up to a maximum of 76,000 Tons of Recyclable Trash per Annual Period; provided, further, that the immediately preceding clause shall not~~ reduced Service Fee shall continue to be ~~applicable to any Recyclable Trash Accepted for Processing in an Annual Period after the Company has Accepted 240,000 Tons of Recyclable Trash for Processing in such Annual Period. The Solid Waste Tipping Fee shall be increased by $1.87 as of October 1, 2009 (subject to adjustment as provided above) for each Ton of Recyclable Trash (including Excess Recyclable Trash) Accepted for Processing by the Company which is beneficially re-used as mutually agreed to by the County and the Company, or in the absence of such agreement, as determined by the independent engineer pursuant to Section 15.17 or for which the County qualifies for recycling credit regardless of whether the County benefits from such recycling credit~~adjusted thereafter as provided in Section 7.1.6.

~~(b) [omitted]~~

~~(c) [omitted]~~

~~(d) Tires Tipping Fee.~~7.1.2 Pass Through Costs.

(a) List of Pass Through Costs. The County shall pay for or reimburse the Company for all Pass Through Costs. The Company shall use commercially reasonable efforts to minimize the amount of the Pass Through Costs (i.e., efforts similar to those the Company would employ if it were incurring such costs for its own account). "Pass Through Costs" for any Semi-Monthly Period shall be an amount equal to the sum of the following items, to the extent paid or incurred by the

Company, without duplication, in or prior to such Semi-Monthly Period to the extent the Company provides Cost Substantiation for such items:

(i) Chemicals and Reagents. The cost of any chemicals and reagents purchased for use in connection with the operation of the Facility, including water treatment chemicals (for boiler water, cooling water and makeup water), caustic soda, sodium hypochlorite, solvents, sulfuric acid and waste water chemicals, lime, ammonia, urea sulfuric acid, carbon and other chemicals used as reagents and all chemicals used in connection with odor control.

(ii) Hauling. The cost of hauling Non-Processible Waste, Residue, Ash, Rejects, Unders, and shredded tires and, as mutually agreed to by the County and the Company, any other Recovered Materials from the Facility in accordance with Article IV or as otherwise mutually agreed to by the County and the Company.

(iii) Fuel. The cost of oil, natural gas, diesel, propane or other fuel purchased for use in connection with the operation of the Facility.

(iv) Utilities. The cost of all utilities incurred in connection with the operation of the Facility, including water, sewer and electricity.

(v) Insurance. Any premiums paid or accrued by the Company for all insurance policies relating to the Facility, including commercial general liability insurance, automobile liability insurance, "all risk" property damage insurance, business interruption insurance, pollution insurance and cyber insurance, but excluding worker's compensation insurance.

(vi) Permits. The cost of maintaining, administering and defending any permits relating to the Facility, other than costs and penalties associated with any breach by the Company of its obligations under this Agreement, and any fees for renewals of any permit, license, approval or similar authorization paid to any governmental or public entity, agency, commission or regulatory body.

(vii) Ancillary Electric Fees. The cost of transmission and marketing of electricity and related administrative fees.

(viii) Certain Taxes. (1) Any sales, use, real and personal property, ad valorem, excise, value added, gross receipts, gross income (to the extent not a substitute for net income taxes or an alternative minimum tax), leasing or leasing use tax paid by or on behalf of the Company as operator of the Facility

imposed by the United States, the State of Florida, the County or any other taxing authority, jurisdiction, municipality or district of the United States or the State of Florida against the Company or the Facility or upon or with respect to the Facility or upon or with respect to the construction, registration, delivery, possession, use or control thereof by the Company, (2) any tax paid by or on behalf of the Company which is imposed by the Unites States, the State of Florida, the County or any other taxing authority, jurisdiction, municipality or district of the United States or the State of Florida solely on the Company with respect to the Company, the Facility or on the waste-to-energy, waste disposal, power generation or refuse-to-energy industries or as to which such facilities or their owners or operators are a significant and intended factor, but not including any tax generally applicable to all taxpayers, (3) any tax in respect of the environmental impact of the Facility, or (4) any federal or state tax imposed on energy produced by the Facility. For the purpose of this Section 7.1.2(a)(viii), "taxes" include any tax, fee, levy, duty, impost, charge, surcharge, assessment or withholding, or any payment in lieu thereof, and any related interest, penalties or additions to tax. Pass Through Costs shall not include: (a) any taxes based on or measured by net income; (b) any payroll, franchise or employment taxes; and (c) any taxes imposed by a foreign government or any of their taxing agencies.

(viii) Odor Control. The cost of operating the Facility's odor control monitoring system.

(b) Administrative Fee. The amount payable by the County for Pass Through Costs each Semi-Monthly Period pursuant to Section 7.1.2(a) shall be subject to an increase of ten percent (10%) to compensate the Company for its administration of the items constituting Pass Through Costs. The ten percent (10%) fee shall be paid to the Company simultaneously with the County's payment of the Pass Through Costs.

7.1.3 Tires Tipping Fee. Subject to adjustment as provided in Section 7.1.6, as of October 1, ~~2009~~2022 and throughout the Term of this Agreement, the County shall pay to the Company for shredding tires in accordance with the requirements of Section 4.12.2 a ~~Tipping Fee~~tipping fee of $~~81.15~~107.54 per Ton for each Ton of Clean Tires Accepted for handling and shredding by the Company pursuant to section 4.12.2 and $~~93.31~~122.46 per Ton for each Ton of Unclean Tires Accepted for handling and shredding by the Company pursuant to Section 4.12.2 (the "Tires Tipping Fee"). Notwithstanding the foregoing, if any Clean Tires or Unclean Tires are not returned to the County for disposal, the Tires Tipping Fee to be paid by the County in respect of such tires shall be $~~103.15~~124.35 per Ton of Clean Tires and $~~113.31~~136.60 per Ton Unclean Tires, in each case as of October 1, ~~2009~~2022, which

amount is subject to adjustment as provided in the immediately following sentence. The Tires Tipping Fee for tires that are not returned to the County for disposal shall increase when and as the County's Disposal Fee for tires increases subsequent to October 1, 2009, and the amount of such increase shall be equal to the percentage of the increase in the County's Disposal Fee for tires.

~~(c) Capital Adjustment. The Tipping Fees set forth in Sections 7.1.1(a) and 7.1.1(d) shall be reduced by an amount to be calculated as follows (the "Capital Adjustment"). For each Semi-Monthly Period, the Capital Adjustment shall equal the sum of (i) 1/24 of the estimated annual Debt Service on the Bonds relating to $49,500,000 original principal amount of the $55,000,000 Dade County, Florida Adjustable Tender Solid Waste Industrial Development Revenue Bonds, Series 1988 (Montenay Dade, Ltd. Project) (of which $43,615,000 was outstanding as of October 1, 1996); plus (ii) 1/24 of the estimated annual Debt Service on the Bonds relating to all of the $18,000,000 Dade County, Florida Adjustable Tender Solid Waste Industrial Development Revenue Bonds, Series 1989 (Montenay Dade, Ltd. Project) (of which $8,555,000 was outstanding as of October 1, 1996; plus (iii) 1/24 of the estimated annual Debt Service on the Bonds relating to $16,000,000 original principal amount of the $190,000,000 Dade County, Florida Adjustable Tender Solid Waste Industrial Development Revenue Bonds, Series 1990A (Montenay Dade, Ltd. Project) (of which $14,735,000 was outstanding as of October 1, 1996); plus (iv) 1/24 of the estimated annual Debt Service on the Bonds relating to $11,000,000 original principal amount of the $190,000,000 Dade County, Florida Adjustable Tender Solid Waste Industrial Development Revenue Bonds, Series 1990A (Montenay Dade, Ltd. Project) (of which $8,067,000 was outstanding as of October 1, 1996); minus (v) the CIP Payment. The County and the Company shall from time to time determine the amount of the Capital Adjustment to be paid during each Annual Period (or part thereof), and such determination shall be set forth in Appendix J. Within 15 days after the end of each quarterly period ending on the last day of each February, May, August and November, the County and the Company shall jointly determine the actual Debt Service for such quarterly period. If it is determined that the estimated Debt Service for the amounts set forth in clauses (i) through (iv) above exceeded the actual Debt Service for such amounts, the County shall deduct such amount from the next Semi-Monthly payment of the Capital Adjustment. If it is determined that the estimated Debt Service for the amounts set forth in clauses (i) through (iv) above was less than the actual Debt Service for such amounts, the County shall add such amount to the next Semi-Monthly payment of the Capital Adjustment. After the Bonds have been paid in full and all adjustments described in the two immediately preceding sentences have been made, the amount of the Capital Adjustment for each Semi-Monthly Period shall be zero ($0.00).~~

(f) Formula. The Tipping Fees described in Sections 7.1.1(a) and 7.1.1(d), as reduced pursuant to Section 7.1.1(e), can be expressed in the following formula:

OMTF = SWTF (1) + SWTF (2) + SWTF (3) + RCTF + TTF – CA

where:

OMTF = Operation and Maintenance Tipping Fees

SWTF (1) = Solid Waste Tipping Fee for up to 732,000 Tons of On-Site Waste and Recyclable trash per Annual Period, including applicable CPI adjustment

SWTF (2) = Solid Waste Tipping Fee for greater than 732,000 Tons up to 966,000 Tons of On-Site Waste and Recyclable trash per Annual Period, including applicable CPI adjustment

SWTF (3) = Solid Waste Tipping Fee for greater than 966,000 tons per Annual Period, including applicable CPI adjustment

RCTF = Recycling Credit Tipping Fee, including applicable CPI adjustment

TTF = Tires Tipping Fee, including applicable CPI adjustment

CA = Capital Adjustment

The Capital Adjustment shall be calculated as follows:

CA = DS88 + DS89 + DS90 + DSCFI - CIPP

where:

CA = Capital Adjustment

~~DS88 = Debt Service on the Series 1988 Bonds ($49.5M principal originally; i.e. exclusive of $5.5M Capital Reserve)~~

~~DS89 = Debt Service on the Series 1989 Bonds ($18M principal originally)~~

~~DS90 = Debt Service on a portion of the Series 1990 Bonds ($16M principal originally)~~

~~DSCFI = Debt Service on the Company Funded Improvements portion of the Series 1990 Bonds ($11M principal originally)~~

~~CIPP = CIP Payment (a defined term)~~

~~7.1.2 Capital Tipping Fee. The County shall pay to the Company a Tipping Fee (the "Capital Tipping Fee") which shall be determined in accordance with the provisions set forth below. The Capital Tipping Fee for each Semi-Monthly Period occurring during the Term of this Agreement shall be equal to 1/24 of the Annual Debt Service estimated to be due for such Annual Period. The County and the Company shall from time to time determine the amount and payment schedule for the Capital Tipping Fees to be paid during each Annual Period (or part thereof). Such determination shall be set forth in Appendix J. Within 15 Days after the end of each quarterly period ending on the last day of each February, May, August and November, the County and the Company shall jointly determine the amount of the actual Debt Service for such quarterly period. If it is determined that the amount of the Capital Tipping Fees exceeded the actual Debt Service, the County shall deduct such amount from the next Semi-Monthly payment of the Capital Tipping Fee. If it is determined that the amount of the Capital Tipping Fee was less than the actual Debt Service, the County shall add such amount to the next Semi-Monthly payment of the Capital Tipping Fee. After the Bonds have been paid in full and all adjustments described in the three immediately preceding sentences have been made, the amount of the Capital Tipping Fee for each Semi-Monthly Period shall be zero ($0.00).~~

~~7.1.3 [Omitted]~~

7.1.4 ~~Excess On-Site Waste and Excess Recyclable Trash~~Additional Payments.

(a) ~~Excess On-Site Waste.~~ Subject to adjustment as provided in Section 7.1.6 and Section 12.3, the County shall pay to the Company as of October 1, 2022 and throughout the Term of this Agreement ~~the Solid Waste Tipping Fee~~a tipping fee (the "Incentive Fee") in the amount of $27.45 per Ton for each Ton of Excess On-Site Waste Accepted for Processing by the Company after the ~~Company~~County has achieved its Annual On-Site Waste ~~Processing Guarantee. The Capital Tipping Fee shall not be payable in respect of such Excess On-Site Waste provided, however, that in the event the Company exceeds its Annual On-Site Waste Processing Guarantee before the end of~~ Guaranteed Tonnage in any Annual Period ~~and the Company had not achieved its Annual On-Site Waste Processing Guarantee for the immediately preceding Annual Period, the County shall pay to the Company, in addition to the Solid Waste Tipping Fee, the Capital Tipping Fee for each Ton of Excess On-Site Waste which the Company Accepts for Processing in excess of its Annual On-Site Waste Processing Guarantee until such time as the Tons of Excess On-Site Waste equals the number of Tons of On-Site Waste that the Company did not Accept for Processing below its Annual On-Site Waste Processing Guarantee for the immediately preceding Annual Period. The Capital Tipping Fee to be paid to the Company pursuant to the immediately preceding sentence shall be the Capital Tipping Fee that was in effect during the period in which the Company did not meet the Annual On-Site Waste Processing Guarantee.~~.

~~(b) Excess Recyclable Trash. Subject to adjustment as provided in Section 7.1.6 and Section 12.3, the County shall pay to the Company throughout the Term of this Agreement the Solid Waste Tipping Fee for each Ton of Excess Recyclable Trash Accepted for Processing by the Company after the Company has achieved its Annual Recyclable Trash Processing Guarantee. The Capital Tipping Fee shall not be payable in respect of such Excess Recyclable Trash, provided, however, that in the event the Company exceeds its Annual Recyclable Trash Processing Guarantee before the end of any Annual Period and the Company had not achieved its Annual Recyclable Trash Processing Guarantee for the immediately preceding Annual Period, the County shall pay to the Company, in addition to the Solid Waste Tipping Fee, the Capital Tipping Fee for each Ton of Excess Recyclable Trash which the Company Accepts for Processing in excess of its Annual Recyclable Trash Processing Guarantee until such time as the Tons of Excess Recyclable Trash equals the number of Tons of Recyclable Trash that the Company did not Accept for Processing below its Annual Recyclable Trash Processing Guarantee for the immediately preceding Annual Period. The Capital Tipping Fee to be paid to the Company pursuant to the immediately preceding sentence shall be the Capital Tipping Fee that was in effect during the period in which the Company did not meet the Annual Recyclable Trash Processing Guarantee.~~

(b) Subject to adjustment as provided in Section 7.1.6 and Section 12.3, the County shall pay to the Company as of October 1, 2022 and throughout the Term of this Agreement the Incentive Fee for each Ton of Rejects, including Reject Overs, Processed by the Company in accordance with Section 6.14(g).

7.1.5 Other Payments to Company. The County may request that the Company provide, on an as needed basis, miscellaneous services in connection with the Processing or disposal of Solid Waste Accepted by the Company. These miscellaneous services may include studies, environmental test programs or contracts with third parties approved by the County for disposal, recovery or reuse of components of the Solid Waste. The County shall pay the Company's pass-through cost of such services, which may include profit and/or management fees, provided that the County's Department of ~~Public Works and~~Solid Waste Management, in its sole discretion, approves the entity (which may be the Company) that will manage the provision of the services. The Company shall not be obligated to agree to perform any of the services described in this Section 7.1.5.

7.1.6 Adjustment to ~~Tipping~~ Fees.

(a) Consumer Price Index. On October 1, ~~2010~~2023 and on the first day of each Annual Period thereafter, the ~~Solid Waste Tipping~~Service Fee, the Tires Tipping Fee and the ~~Recyclable Trash~~Incentive Fee shall be adjusted upward or downward for inflation or deflation using changes, if any, in the Consumer Price Index for the prior period of July ~~1~~1st through June ~~30. Such adjustment shall not apply to the Capital Tipping Fee.~~30th.

(b) Limitation. The adjustment to be made pursuant to Section 7.1.6(a) shall be limited to a maximum amount of 5.0% for any Annual Period; provided, however, that in the event the increase or decrease in the Consumer Price Index in any Annual Period is greater than 5.0% the excess of such amount over 5.0% shall be carried forward and included in the adjustment for the immediately following Annual Period(s) until the full amount of such adjustment in the Consumer Price Index has been given effect, subject to the maximum annual increase or decrease of 5.0%. ~~In addition, the adjustments to the Solid Waste Tipping Fee, the Recyclable Trash Fee and the Tires Tipping Fee to be made pursuant to Section 7.1.6(a) on October 1, 2013, as well as on each October 1 immediately preceding any renewal term of this Agreement in accordance with Section 2.1 (i.e., on October 1, 2023, October 1, 2028, October 1, 2033 and October 1, 2038, if applicable), shall be further adjusted as follows: (a) the October 1, 2013 adjustment shall be reduced by 3.0% (e.g., if the Consumer Price Index increase to be applied on such date is 4.0%, then the adjustment will be 1.0%, and if the Consumer Price Index increase is 2.0%, then the~~

~~adjustment will be -1.0%) and (b) the adjustment on each October 1 immediately preceding the commencement of a five-year renewal term shall be reduced by 2.0%.~~

(c) Waste Management Hierarchy. In the event the Annual On-Site Waste Guaranteed Tonnage is reduced in accordance with Section 6.4.2, the Service Fee for such Annual Period shall be reduced by an amount equal to (i) the number of Tons by which the Annual On-Site Waste Guaranteed Tonnage is reduced, (ii) multiplied by the Service Fee in effect immediately prior to such adjustment, (iii) divided by the Annual On-Site Waste Guaranteed Tonnage in effect immediately prior to such adjustment, (iv) multiplied by 0.75.

7.1.7 Deductions.

~~(a)~~ The County shall pay to the Company the Service Fee, the Pass Through Costs, the Tires Tipping ~~Fees~~Fee, the Incentive Fee and other payments set forth in Sections 7.1.1 through 7.1.5, inclusive (as adjusted by Section 7.1.6.), in accordance with the provisions of Section 7.1.8, provided, however, that the County shall deduct from such amounts any amounts due to the County from the Company pursuant to Sections ~~10.2.1, Monthly On-Site Waste Processing Guarantee~~3.16.6, County Right to Repair, 10.2.2, Annual On-Site Waste Processing Guarantee, 10.2.3, Combined Residue/~~Fines/~~Rejects Guarantee~~,~~ and 10.4, Damages Due to Violations of Environmental Law~~, 10.2.5, Monthly Recyclable Trash Processing Guarantee and 10.2.6, Annual Recyclable Trash Processing Guarantee.~~. Any deduction with respect to Sections ~~10.2.1~~ 3.16.6 and 10.~~2.5~~4 may be made as early as the first Semi-~~-~~Monthly Period after the end of the Month to which such deduction relates. Any deduction with respect to Sections 10.2.2~~, 10.2.3~~ and 10.2.~~6~~3 may be made as early as the first Semi-Monthly Period after the end of the Annual Period to which such deduction relates.

~~(b) In the event the Company fails during any Annual Period to Accept for Processing On-Site Waste and/or Recyclable Trash below its Annual On-Site Waste Processing Guarantee and/or Annual Recyclable Trash Processing Guarantee (other than as a result of the failure of the County to perform its obligations under this Agreement in accordance with the terms of this Agreement, an Uncontrollable Circumstance or a Change in Law), and the County had such On-Site Waste and/or Recyclable Trash available for Delivery to the Facility, then the Company shall reimburse a portion of the Capital Tipping Fee to the County for each Ton of On-Site Waste and/or Recyclable Trash the Company so failed to Process. The portion of the Capital Tipping Fee to be reimbursed for Tons of On-Site Waste and/or Recyclable Trash the Company fails to Process shall be based on the aggregate Capital Tipping Fees paid by the County during such Annual Period minus the~~

~~Capital Adjustment for such Annual Period. For the purpose of this Section 7.1.7(b), the portion of the Capital Tipping Fee to be reimbursed shall be calculated based on the lower of (i) the sum of the Annual On-Site Waste Processing Guarantee and the Annual Recyclable Trash Processing Guarantee in effect during such Annual Period or (ii) the sum of the amount of On-Site Waste and Recyclable Trash available to the County for Delivery to the Facility. For example, if the sum of the Annual On-Site Waste Processing Guarantee and the Annual Recyclable Trash Processing Guarantee during an Annual Period is 1,176,000 Tons, and the County has 1,176,000 Tons of On-Site Waste and Recyclable Trash (in the appropriate respective amounts) available for Delivery to the Facility, and the Company fails to process 117,600 Tons of On-Site Waste and/or Recyclable Trash, the Company shall reimburse the County for 10% of such portion of the Capital Tipping Fees paid by the County during such Annual Period. Any reimbursement with respect to this Section 7.1.7(b) may be made as early as the first Semi-Monthly Period after the end of the Annual Period to which such deduction relates. For purposes of this Section 7.1.7, the Annual On-Site Waste Processing Guarantee shall never be deemed to be more than 936,000 Tons per Annual Period.~~

~~(c) In addition to deducting the amounts set forth in paragraphs (a) and (b) above, the County shall also deduct from the Tipping Fees and other payments due to the Company from the County pursuant to Sections 7.1.1 through 7.1.5, inclusive (as adjusted by Section 7.1.6), an amount equal to the amounts due the County pursuant to Section 7.1.10.~~

7.1.8 Method of Payment ~~of Tipping Fees.~~ .

(a) The County shall pay the ~~Trustee~~Company the applicable ~~Tipping Fees for~~ Service Fee, Pass Through Costs, Tires Tipping Fee and Incentive Fee for each Semi-Monthly Period on the 15th day immediately following the end of each Semi-Monthly Period during the Term of this Agreement, commencing on October ~~-~~ 16, ~~2009~~2022 for the Semi-Monthly Period of October 1 through October 15, ~~2009~~2022. The payment made in respect of each Semi-Monthly Period shall be the ~~product of the applicable Tipping Fee multiplied by the number of Tons of Solid Waste (or, with respect to~~sum of (a) 1/24th of the Service Fee for such Annual Period, (b) the Pass Through Costs for which the Company has provided Cost Substantiation to the County at least thirty (30) days prior to the end of such Semi-Monthly Period, (c) the Tires Tipping Fee~~,~~ multiplied by the number of Tons of Clean Tires or Unclean Tires, as the case may be~~)~~, actually Accepted for Processing by the Company in such Semi-Monthly Period~~. Such Tipping Fees~~, (d) the Incentive Fee multiplied by the number of Tons of Solid Waste Accepted for Processing by the Company in such Semi-Monthly Period in excess of 972,000 Tons for the Annual Period in which the Semi-

Monthly Period occurs and (e) the Incentive Fee multiplied by the number of Tons of Rejects, including Reject Overs, Processed by the Company in accordance with Section 6.14(g). Such amounts shall be paid as adjusted pursuant to Section 7.1.6 and reduced by the deductions in Section 7.1.7. Payment of ~~Tipping Fees~~amounts for each Semi-Monthly Period shall be made to the ~~Trustee~~Company, by wire transfer or similar electronic payment, on the first Working Day to occur after the conclusion of such Semi-Monthly Period. ~~The Trustee shall apply such payments in accordance with the terms of the Trust Indenture.~~

~~7.1.9 County Payment to Trustee.~~

~~(a) Notwithstanding (1) the occurrence and/or continuation of any Events of Default under this Agreement, (2) the occurrence and/or continuation of any Change in Law or Uncontrollable Circumstance, (3) any Facility Shut Down, or ability or inability of the Facility to Process or Accept Solid Waste, in whole or in part, (4) any damage to or destruction of the Facility in whole or in part, (5) any excuse for non-performance by the County or the Company of any agreement or obligation under this Agreement, whether at law or pursuant to the terms of this Agreement or otherwise, (6) any bankruptcy, insolvency, reorganization or similar event involving the County, the Company or any other Person, (7) any provision or term of this Agreement (including any provision or term which purports to be applicable notwithstanding any other provision of this Agreement), (8) any defense or excuse for non-payment available to the County or the Company for any reason whatsoever, or (9) any other reason or event whatsoever, whether similar or dissimilar to any of the foregoing, the County hereby agrees for the benefit of the Company, the Trustee, the holders of the Bonds and any other beneficiaries of the Trust Indenture that:~~

~~(i) Except as provided in Section 7.1.9(c), under no circumstances shall the sum of the Tipping Fees payable by the County to the Company pursuant to this Agreement (after taking into account all adjustments and deductions thereto otherwise provided for in this Agreement) for any Semi-Monthly Period be less than the greater of (x) the sum of such Tipping Fees after taking into account all such adjustments and deductions or (y) the amount of the Debt Service accrued (whether or not due), calculated in each case for the period corresponding to such Semi-Monthly Period.~~

~~(ii) In satisfying its obligations under the preceding clause (i), the County may utilize its own funds in the manner described in Section 7.1.9(c) or draw upon any letter of credit referred to in this Agreement to the extent such letter of credit permits a drawing thereunder for such purposes, provided,~~

however, the County's failure or inability to draw on such letter of credit for such purpose shall not otherwise relieve the County of its obligations under the preceding clause (i).

(b) Except as provided in Section 7.1.9(c), the County's obligation to pay to the Company the minimum Tipping Fees referred to in clause (a) above and the Company's assignment to the Trustee of the Tipping Fees referred to in clause (a) above shall each be absolute, irrevocable and unconditional in nature regardless of any reason whatsoever (including without limitation, any reason referred to in clauses (1) through (9) above) and such obligations shall continue until full satisfaction by payment in full in cash to the Trustee of either all such Tipping Fees or the Unamortized Capital Cost. The provisions of this Section 7.1.9 shall survive the termination of this Agreement.

(c (b) Promptly after the execution and delivery of this Agreement by the County and the Company, the parties shall determine whether the payments actually made by the County to the Company, whether pursuant to the Existing Agreement or this Agreement, for periods from and after October 1, 2022 are greater than, equal to or less than the payments that were due from the County to the Company for such periods under the terms of this Agreement. If the County's actual payments to the Company for periods from and after October 1, 2022 are less than the payments due to the Company under this Agreement for such periods, the County shall increase the payment for the next Semi-Monthly Period to the Company by the amount of such underpayment. If the County's actual payments to the Company for periods from and after October 1, 2022 are greater than the payments due to the Company under this Agreement for such periods, the County shall decrease the payment for the next Semi-Monthly Period(s) to the Company by the amount of such overpayment. The intent of the parties in undertaking this one-time reconciliation is to put the parties in the economic position they would have been in if this Agreement had been executed and delivered prior to its Effective Date of October 1, 2022.

7.1.9 County Payment.

(a) The County covenants and agrees to appropriate in its annual budget, including by amendment, if required and to the extent permitted and in accordance with budgetary procedures provided by the laws of the State of Florida, to meet its payment obligations in Section 7.1.9(b) if it elects to continue to pay Tipping Feesobligation under this Agreement, sufficient amounts of non-ad valorem revenues of the County. Such covenant and agreement on the part of the County to budget and appropriate such amounts of non-ad valorem revenues shall be

cumulative, and shall continue until such non-ad valorem revenues in amounts sufficient to meet the County's payment obligations ~~in Section 7.1.9(b)~~under this Agreement shall have been budgeted, appropriated and actually paid.

(~~d~~b) The obligations of the County under this Agreement shall not be deemed to constitute a general obligation, debt or liability of the County or the State of Florida or any political subdivision of either or a pledge of the faith and credit of the County or the State of Florida or of any such political subdivision, but shall be payable solely from legally available non-ad valorem revenues of the County. The execution of this Agreement by the County shall not directly or indirectly or contingently obligate the County or the State of Florida or any political subdivision or agency or instrumentality of either to levy or pledge any form of ad valorem taxation whatever therefor or to make any appropriation for their payment.

~~(c) Notwithstanding anything in this Section 7.1.9 to the contrary, the County's obligation to pay the Capital Tipping Fee and the County's obligation to pay the minimum Tipping Fees referred to in clause (a) above shall be reduced to the extent that the Company fails to make any payment to the Trustee required to be made under Section 5.2 of the Loan Agreement; provided, however, that the County's obligation to pay the Capital Tipping Fee and such minimum Tipping Fees shall not be so reduced to the extent, if any, that the Company's failure to make any payment to the Trustee required to be made under Section 5.2 of the Loan Agreement occurs solely by reason of the failure by the County to make any payment of Tipping Fees as required pursuant to the terms of this Agreement; provided, further, that even if the County is permitted to reduce such payment obligation to any extent as provided in this Section 7.1.9(c), the County shall continue to make all other payments required to be made to the Company under this Agreement.~~

~~7.1.10 Company Reimbursement. In the event the County is required to use its own funds to satisfy its obligations to pay the Trustee pursuant to Section 7.1.9, the County shall receive a credit for such advance pursuant to Section 7.1.7(b) and shall be paid interest by the Company on such amount pursuant to Section 11.8 until the County is reimbursed.~~

7.2 Electric Revenues.

7.2.1 Energy Revenues. ~~The County shall pay the Company, as the Company's share of revenues for the sale of energy generated at the Facility, the amounts described in this Section 7.2.1. The County shall pay the Company an amount equal to all the energy revenues including revenues in respect of As-Available~~

~~Energy, Capacity Credits and Firm Energy payments (collectively, "Energy Revenues") actually received by the County for the sale of electricity generated by the Facility, less (i) any charges or fees required to be paid in connection with the purchase of electricity for transmission losses or transmission of such electricity and (ii) any expenses paid by the County for the operation, maintenance or repair of interconnection facilities and less 50% of the Energy Revenues which remain after deducting the amounts specified in clauses (i) and (ii). The Company~~The County shall retain all revenues for the sale of energy generated at the Facility, and the Company shall not be entitled to any of such revenues. The County shall bear the sole cost of all deposits, guarantees or insurance required for the sale or transmission of electricity~~.~~, as well as all costs and expenses relating to the sale or transmission of electricity.

7.2.2 Future Legislation. In the event any legislative or executive branch of any government enacts rules or legislation creating a financial or other incentive to be added to any payments received for the sale of energy generated by the Facility to assist local governments in the installation or operation of pollution control devices for resource recovery facilities, all such revenues shall be kept by the County.

7.2.3 Contracts for Sale of Electricity.

~~(a)~~ During the period from October 1, 1990 and throughout the remaining Term of this Agreement, the County may, at its discretion, enter into contracts or interdepartmental agreements for the sale or use of electricity generated at the Facility. To the extent that the County does not otherwise commit to sell or use the electricity, the Company ~~may continue~~shall use commercially reasonable efforts to ~~initiate~~assist the County in obtaining contracts for the sale of energy. Revenues from the sale of electric energy proposed by the Company shall be ~~shared~~ retained by the County as provided in Section 7.2.1. ~~Revenues from the sale of any other energy shall be shared equally between the County and the Company.~~ Any such contracts proposed by the Company shall be subject to prior approval of the County by action of the Board of County Commissioners. The County may decline to approve such contracts which impose any burdens or obligations upon the County, including, but not limited to, (i) a requirement in such proposed contract that security be posted by the County or (ii) a requirement in such proposed contract that the County be responsible for penalties or damages for breach under such contract.

~~(b) The County shall not, without the prior written consent of the Company, exercise its rights under Article VII of the PEF Contract to increase or~~

~~decrease the Facility's initial Committed Capacity (so long as it is not required by a Change in Law), such consent not to be unreasonably withheld or delayed.~~

~~7.2.4 Limitation On Sale of As-Available Energy. If the actual revenues received from the sale to any purchasers of As-Available Energy generated by the Facility are not equal to or greater than the payments which would have been received from a similar sale to Florida Power & Light Company, then the formula contained in Section 7.2.1 above shall be modified as follows:~~

~~(a) County Initiated Sales. If the reduced revenues described herein have resulted from a sale initiated by the County, then the Company shall receive the amount of revenues which it would have received had the given amount of As-Available Energy been sold to Florida Power & Light Company.~~

~~(b) Company Initiated Sales. If the reduced revenues described herein have resulted from a sale initiated by the Company, then the amount of revenues to be retained by the County shall be equal to the amounts which it would have retained had the given amount of As-Available Energy been sold to Florida Power & Light Company.~~

~~7.2.5 Method of Payment. The Energy Revenues described in this Section 7.2 which are payable to the Company by the County shall be paid to the Trustee within 15 Working Days of the County's receipt of the same, provided, however, the County shall have the right to deduct from such payments any additional amounts due to the Trustee from the County which may result after the County applies the deductions set forth in Section 7.1.7 against the amounts due to the Company pursuant to Sections 7.1.1 through 7.1.5, inclusive, as adjusted pursuant to Section 7.1.6.~~

7.2.4 Non-Energy Attributes. Any revenues generated by Non-Energy Attributes that were initially presented to the County by the Company and subsequently contracted, net of costs of development, documentation, verification and marketing of such Non-Energy Attributes, which shall be reimbursed to the party(ies) that incurred such costs, shall be shared equally by the County and the Company. The County shall pay the Company's share of any revenues generated by Non-Energy Attributes, including the costs described in the immediately preceding sentence, in the same manner as the payments described in Section 7.1.8(a).

7.3 Payment for Recovered Materials. The County shall pay to the Company an amount equal to one hundred percent (100~~%~~%) of revenues actually received by the County from third parties for the sale of Recovered Materials from

the Facility, provided, however, that no sums paid to the County under Section 7.6 shall be paid to the Company.

7.4 Payment for Ash. If Ash undergoes any additional processing before it is sold to a third party and if the County pays for such processing or provides the transportation for removing the Ash from the Site, the County shall be reimbursed by the Company from the proceeds of such sale for its costs for processing and transporting the Ash. In no event shall such reimbursement exceed the revenues received by the Company for the sale of the Ash, provided, however, that the County has the right to refuse to provide such services or pay such costs if such reimbursement will not cover the County's entire cost.

7.5 Method of Payment of Additional Revenues. The payments for Recovered Materials and Ash in Sections 7.3 and 7.4 payable to the Company shall be paid to the ~~Trustee~~Company within fifteen (15) Working Days of County's receipt of same.

7.6 Imported Metals Processing.

7.6.1 Importation of Metals.

~~(a)~~ The Company, at its option, may import ferrous and non- ferrous metals from sources other than the Facility (whether inside or outside the County boundaries) for quality upgrading at the metals processing plant, provided that the processing of such metals shall not take precedence over the processing of the metals recovered at the Facility and provided that the Company keeps metals recovered at the Facility segregated from imported metals.

~~(b) The Company shall not process imported metals during the on-peak hours designated by PEF from time to time.~~

~~(c) In the event PEF designates different on-peak hours, the Company will have one week to adjust to the new schedule.~~

7.6.2 Regulatory Permits and Approvals. Prior to commencing the importation of metals, the Company shall notify all applicable regulatory agencies of its plan to import metals for processing at the Facility and shall obtain all the required permits and approvals.

7.6.3 County's Notification to Terminate Processing. The County shall have the right to require the termination of the processing of imported metals at the Facility if the County or the Bond Engineer determine that such processing interferes

with the operation of the Facility, violates Environmental Laws or creates a nuisance. The County shall notify the Company in writing of its decision to disallow the processing of imported metals at the Facility at least thirty (30) days in advance of the termination date.

7.6.4 Disposition of Process Residuals. The Company shall pay the applicable Disposal Charge for disposal of residuals of processing of imported metals, including Ash, in any of the County disposal facilities.

7.6.5 Weighing. All imported metals and all products and process residuals of imported metals processing shall be weighed at the Scalehouse. All products of metals recovered at the Facility shall be weighed at the Scalehouse. Imported metals products, recovered metals products and process residuals of imported metals processing must each be weighed separately.

7.6.6 Payment for Processing Ferrous Metals. The Company shall pay the County monthly, throughout the Term of this Agreement, a fee of $3.034.14 as of October 1, 20092022 for each Ton of metals produced by the metals processing plant from imported metals., for up to 15,000 Tons of metals produced per Annual Period. In addition, in the event that the Company produces imported metals in excess of 15,000 Tons per Annual Period, the Company shall additionally pay the County $1.52monthly, throughout the Term of this Agreement, a fee of $2.08 as of October 1, 20092022 for each Ton of metals produced by the metals processing plant from imported metals recovered by the Facility. Both fees shall be subject to adjustment as provided in Section 7.1.6.excess of 15,000 Tons of metals produced per Annual Period.

7.7 Specialty Waste Processing. Specialty Waste (whether from inside or outside the County boundaries) may be Accepted at the Facility for Processing, provided that the County's Department of Public Works andSolid Waste Management and the Company mutually agree upon an operational and financial program for this activity.

Article VIII

INSURANCE

8.1 Insurance to be Maintained by the Company. Throughout the Term of this Agreement, the Company shall provide a certificate of insurance which shows coverage has been obtained with companies authorized to do business in the State of Florida and which are rated no less than "A-" as to financial strength and no less than

"Class VII" as to financial size by the latest edition of Best's Insurance Guide, or its equivalent, as outlined below:

(i) Worker's Compensation Insurance for all employees of the Company as required by Florida Statutes, Chapter 440;

(ii) Commercial General -Liability Insurance on an occurrence policy basis in an amount not less than $10,000,000 combined single limit per occurrence for bodily injury and property damage. The policy shall be endorsed to include contractual liability and personal injury liability coverage. The policy shall also be endorsed to show that the exclusion for the explosion, collapse and underground hazards has been deleted. The County shall be named as an additional insured with respect to this policy;

(iii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage;

-(iv) "all risk" property damage insurance covering loss, damage or destruction to property on the Site that is owned or leased by the Company in an amount equal to the full replacement cost value of such property. The Company shall cause its insurer(s) to waive its right of subrogation against the County; and

(v) Business interruption insurance and extra expense covering the Company's lost revenue and extra expenses resulting from the total or partial suspension of, or interruption in, the Company's operation of the Facility caused by loss or damage to or destruction of the building, machinery and equipment, personal property, etc. in an amount equal to the Company's actual loss sustained (gross revenue less discontinuing expense). This coverage will not provide protection for any of the County's lost revenue or extra expense. Coverage for that exposure shall remain with the County, and the Company shall at no time be responsible for such loss.

(vi) Environmental Liability Insurance in an amount not less than $10,000,000 per claim / $10,000,000 policy aggregate, covering the cost of third party claims for bodily injury or property damage, remediation expenses, and legal defense expenses because of a pollution conditions on, at, under or migrating from the Site, or expense or claim related to the release or threatened release of hazardous materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest

8.2 Insurance to be Maintained by the County. The County shall maintain "all risk" property damage insurance covering loss, damage or destruction to the Facility, including boiler and machinery, for the full replacement value of the Facility, including boiler and machinery, with a company authorized to do business in the State of Florida which is rated no less than "A-" as to financial strength and no less than "Class VII" as to financial size by the latest edition of Best's Insurance Guide. The County shall cause its insurer(s) to waive its right of subrogation against the Company, its directors and officers, employees, parents~~, subsidiaries.~~ and subsidiaries. The Company shall be named as an additional insured with respect to this policy. The County, at its sole option and expense, may obtain business interruption insurance and extra expense covering the County's lost revenues and extra expenses resulting from the total or partial suspension of, or interruption in, the operation of the Facility. The Company will not indemnify or hold harmless the County for any business interruption or extra expense loss, even if such loss is caused by the Company's negligence.

8.3 Deductible Amount to be Paid by Company. As of January 1, 1991 the County's property insurance program contained a $500,000 deductible per occurrence and the boiler and machinery insurance program contains a $200,000 deductible per occurrence. The Company shall be responsible for the deductible per occurrence with respect to damage to the building, boiler, equipment and machinery, up to a maximum of $500,000. The County agrees to be responsible for any difference between $500,000 per occurrence and a greater deductible and/or self-insured amount.

8.4 Terms of Certificates. Each Party shall provide to the other party a certificate of insurance for coverage's required under this ~~agreement.~~Agreement. The certificate(s) shall provide that thirty (30) days prior written notice be given in the event of a cancellation or other material change.

8.5~~–~~ Reconstruction of Facility; Application of Insurance Proceeds.

8.5.1~~–~~ Voluntary Reconstruction; Mandatory Reconstruction. If any useful portion of the Facility shall be damaged or destroyed~~ and the fair market value of the portion of the Facility so damaged or destroyed totals less than or equal to the remaining balance of the Unamortized Capital Cost in any single occurrence, the County shall, as expeditiously as possible, commence or cause to be commenced and thereafter continuously and diligently prosecute or cause to be prosecuted the reconstruction or replacement thereof at the County's expense. If any useful portion~~

~~of the Facility shall be damaged or destroyed and the fair market value of the portion of the Facility so damaged or destroyed totals in excess of the remaining balance of the Unamortized Capital Cost in any single occurrence~~, the County shall, as expeditiously as possible, determine whether it wishes to reconstruct the Facility or not to reconstruct the Facility. ~~If the County determines not to reconstruct the Facility, the County shall pay to the Trustee the Unamortized Capital Cost. The insurance procured by the County shall be sufficient to pay the Unamortized Capital Cost in the event the County determines not to reconstruct the Facility.~~ If the County determines to undertake such reconstruction, the County shall, as expeditiously as possible, commence or cause to be commenced and thereafter continuously and diligently prosecute or cause to be prosecuted such reconstruction at the County's expense.

8.5.2 Payment of Proceeds. The proceeds of any insurance paid on account of damage or destruction to all or a portion of the Facility (other than that paid for personal property owned or leased by the Company and business interruption loss insurance proceeds payable to the Company), shall be held by the ~~Trustee~~County in a special account and made available for, and to the extent necessary, be applied to, the cost of such reconstruction or replacement. In the event the amount of insurance provided exceeds what is necessary to remedy such damage or destruction at the Facility, such excess proceeds shall be applied to any lawful purpose of the County~~, including the redemption of outstanding Bonds and the payment of any Qualified Swap Payments, if any~~.

8.5.3 Resulting Changed Technology. If reconstruction or repairs chosen by the County results in changed technology which causes a change in the operations and maintenance expense to the Company or the Processing capacity of the Facility, a new ~~On-Site Waste Tipping Fee and/or Recyclable Trash Tipping~~Service Fee shall be negotiated and adjusted accordingly.

8.6 Failure to Maintain Insurance. The failure by either the County or the Company to obtain or maintain the policies of insurance referred to in this Article VIII shall not relieve the County or the Company, as the case may be, from their respective obligations under this Agreement.

Article IX

LIABILITY, INDEMNITY AND DAMAGES

9.1 Consideration for Indemnification. The indemnities provided in this Agreement are in consideration of the agreement by the County to pay the Company the first $5,000,000 of ~~Tipping Fees~~the Service Fee pursuant to this Agreement and the parties hereby acknowledge the adequacy of such consideration. The amount of such consideration shall in no way limit the liability of the Company or the County pursuant to the indemnifications provided for herein. Further, any and all indemnifications by the Company or the County contained in this Agreement are intended to and shall survive the termination or expiration of this Agreement with respect to events or circumstances existing prior to such termination.

9.2 General Indemnity of Company. Except as otherwise provided in Section 3.5 and Section 10.8, the Company shall indemnify, save and hold harmless each Indemnified County Party and their respective officers, directors, agents, servants and employees from and against all damages, claims, liabilities, costs and expenses, including reasonable attorneys' fees at the trial and appellate levels, assessed against any such Person and not otherwise satisfied by insurance policies maintained in accordance with the provisions of this Agreement, arising out of injuries (including death) to any and all third persons or the property of third persons which result from, occur in connection with, or arise out of (i) errors and omissions of the design and construction of the Work, (ii) negligence and wrongful acts of the operation and maintenance of the Facility and (iii) the failure by the Company to perform any obligation of the Company under the terms of this Agreement in accordance with the terms of this Agreement.

9.3 Patent Infringement.

9.3.1 Company Indemnity. The Company shall, at its own expense, indemnify, save and hold harmless and pay any and all awards of damages assessed against any Indemnified County Party from and against any liability or loss, costs and expenses, including attorneys' fees at the trial and appellate level, claims, suits or judgments on account of infringements of patented, copyrighted or uncopyrighted works, alleged "secret processes", alleged "trade secrets", patented or unpatented inventions, articles or appliances, or third party claims thereof pertaining to the Facility, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by the Company, its Contractors or subcontractors; provided the County forthwith (i) forwards to the Company any communication charging infringement upon receipt; (ii) forwards to the Company all process, pleadings and other papers served in any action charging infringement; and (iii) gives the Company the opportunity to defend any such action.

9.3.2 Release of Injunctive Order. If, in any suit or proceeding, a temporary restraining order or preliminary injunction is granted against operation of the Facility, the Company shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the release of such order or injunction.

9.3.3 License. If, in any suit or proceeding, the Capital Improvements or the Capital Projects, or any part thereof, or any combination or process utilized by the Company in connection with the Capital Improvements, the Capital Projects or the operation and maintenance of the Facility, is held to constitute an infringement and its use is permanently enjoined, the Company shall, at once, make every reasonable effort to secure for the County a license, at the Company's expense, authorizing the continued use of any such disallowed component, part or process.

9.3.4 Replacement. If the Company is unable to secure such a license within a reasonable time, the Company shall, at its own expense, and without impairing the performance requirements or the construction of the Capital Improvements or the Capital Projects or operation of the Facility or any part thereof, combination thereof or process therein, cause the same to be replaced with noninfringing components or parts or modify the same so that they become noninfringing.

9.4 Defense of Claims. In the event any action or proceeding shall be brought against the County by reason of any claim covered hereunder, the County shall give prompt Notice of such claim to the Company, and the Company shall, at the written request of the County, resist or defend such claim at its sole cost and expense and the Company shall not settle such claim without the express written consent of the County, provided, however, in the event that the Company secures a release of all liability with respect to the County and the County is not required to take any action, either currently or prospectively, or pay any money, then such consent shall not be required.

Article X

LIQUIDATED DAMAGES

10.1 [~~Omitted~~]omitted]

10.2 Damages For Failure of Performance.

10.2.1 ~~Monthly~~[omitted]

10.2.2 Annual On-Site Waste Processing Guarantee. Except as otherwise provided in Article XII, commencing on October 1, 2024, if during any ~~Month~~Annual Period the Company fails to Accept for Processing On-Site Waste in an amount at least equal to ~~or greater than 85% of its Monthly~~the applicable Annual On-Site Waste Processing Guarantee (other than as a result of the failure of the County to perform its obligations under this Agreement in accordance with the terms of this Agreement), and the County is capable of Delivering an amount at least equal to ~~85% of~~ the ~~Monthly~~Annual On-Site Waste Processing Guarantee, the ~~County~~Company shall ~~not~~ be obligated to pay to the ~~Company any Tipping Fees under Sections 7.1.1(a) and (b)~~County as liquidated damages hereunder the Incentive Fee for each Ton of On-Site Waste which the Company fails to Accept for Processing below ~~said 85% level and the Company shall be obligated to pay to the County as liquidated damages hereunder the Solid Waste Tipping Fee pursuant to Section 7.1.1(a) for each such Ton of On-Site Waste which the Company fails to Accept for Processing below such 85% level. In the event that the Company gives the County at least two Weeks' advance Notice that the Company will be unable to Process at least 85% of the applicable Monthly On-Site Waste Processing Guarantee because of scheduled maintenance, which period(s) shall not exceed a consecutive Friday, Saturday and Sunday four times during any Annual Period, the Company shall not be obligated to Accept for Processing more than 75% of the Monthly On-Site Waste Processing Guarantee for those four Months and shall not incur the obligation to pay damages to the County under this Section 10.2.1 except to the extent the Company shall fail to Process 75% of the applicable Monthly On-Site Waste Processing Guarantee for those four Months.~~

~~10.2.2~~ the Annual On-Site Waste Processing ~~Guarantee. Except~~ Guaranty; provided that the maximum number of Tons to which the liquidated damages in this sentence shall apply shall be equal to ten percent (10%) of the Annual On-Site Waste Processing Guarantee. In addition to the liquidated damages set forth in the immediately preceding sentence, except as otherwise provided in Article XII, if during any Annual Period the Company fails to Accept for Processing On-Site Waste in an amount equal to or greater than ~~90%~~ninety percent (90%) of the applicable Annual On-Site Waste Processing Guarantee (other than as a result of the failure of the County to perform its obligations under this Agreement in accordance with the terms of this Agreement), and the County is capable of Delivering an amount at least equal to ninety percent (90~~%~~%) of the Annual On-Site Waste Processing Guarantee, the ~~County shall not be obligated to pay the Company the Tipping Fee under Section 7.1.1(a), and the~~ Company shall be obligated to pay to the County as liquidated damages hereunder ~~the Solid Waste Tipping Fee pursuant to Section 7.1.1(a)~~an amount equal to the then applicable Service Fee divided by 972,000 for each Ton of

On-Site Waste which the Company fails to Accept for Processing below such ninety percent (90%%) level~~, provided, however, that any damages paid by the Company to the County pursuant to Section 10.2.1 above shall reduce the amount due the County by the Company under this Section 10.2.2 for any Annual Period which includes the Month for which damages were already paid to the County~~.

10.2.3 Combined Residue/~~Fines/~~Rejects Guarantee~~.~~. If in any Annual Period, the aggregate amount of Residue~~, Fines~~ and ~~Recyclable Trash~~ Rejects returned to the County pursuant to Sections 4.9.1~~, 4.9.3~~ and 5.6 exceeds the Combined Residue/~~Fines/~~Rejects Guarantee, the Company shall pay to the County as liquidated damages hereunder the applicable Disposal Charge for each Ton of Residue~~, Fines~~ and ~~Recyclable Trash~~ Rejects returned to the County which exceeds the Combined Residue/~~Fines/~~Rejects Guarantee.~~ The damages set forth in this Section 10.2.3 are in lieu of any damages relating to the Company's failure to comply with the Residue Guarantee, the Fines Guarantee and/or the Recyclable Trash Rejects Guarantee.~~

~~10.2.4 [omitted]~~

~~10.2.5 Monthly Recyclable Trash Processing Guarantee. Except as otherwise provided in Article XII, if during any Month the Company fails to Accept for Processing Recyclable Trash in an amount equal to or greater than 85% of its Monthly Recyclable Trash Processing Guarantee (other than as a result of the failure of the County to perform its obligations under this Agreement in accordance with the terms of this Agreement and subject to Section 5.9), and the County is capable of Delivering an amount at least equal to 85% of the Monthly Recyclable Trash Processing Guarantee, the County shall not be obligated to pay to the Company any Tipping Fees under Section 7.1.1(a) for each Ton of Recyclable Trash which the Company fails to Accept for Processing below said 85% level and the Company shall be obligated to pay to the County as liquidated damages hereunder the Recyclable Trash Fee pursuant to Section 7.1.1(a) for each such Ton of Recyclable Trash which the Company fails to Accept for Processing below such 85% level. In the event that the Company gives the County at least two Weeks advance Notice that the Company will be unable to Process at least 85% of the applicable Monthly Recyclable Trash Processing Guarantee because of scheduled maintenance, which period(s) shall not exceed a consecutive Friday, Saturday and Sunday four times during any Annual Period, the Company shall not be obligated to Accept for Processing more than 75% of the Monthly Recyclable Trash Processing Guarantee for those four Months and shall not incur the obligation to pay damages to the County under this Section 10.2.5 except to the extent the Company shall fail to Process 75% of the applicable Monthly Recyclable Trash Processing Guarantee for those four Months.~~

10.2.6 Annual Recyclable Trash Processing Guarantee. Except as otherwise provided in Article XII, if during any Annual Period the Company fails to Accept for Processing Recyclable Trash in an amount equal to or greater than 90% of the applicable Annual Recyclable Trash Processing Guarantee (other than as a result of the failure of the County to perform its obligations under this Agreement in accordance with the terms of this Agreement and subject to Section 5.9), and the County is capable of Delivering an amount at least equal to 90% of the Annual Recyclable Trash Processing Guarantee, the County shall not be obligated to pay the Company the Tipping Fees under Section 7.1.1(a), and the Company shall be obligated to pay to the County as liquidated damages hereunder the Recyclable Trash Fee pursuant to Section 7.1.1(a), for each Ton of Recyclable Trash which the Company fails to Accept for Processing below such 90% level, provided, however, that any damages paid by the Company to the County pursuant to Section 10.2.5 above shall reduce the amount due the County by the Company under this Section 10.2.6 for any Annual Period which includes the Month for which damages were already paid to the County.

10.3 Damages Due to Facility Condition at Termination or End of Term.

10.3.1 On Termination of the Agreement. In the event this Agreement has been terminated by the County and the Facility does not meet the Performance Standards as set forth in Appendices A, A-1, A-2 and A-3, the Company shall within 30 days pay to the County an amount equal to the projected costs and expenses, as reasonably determined by the Bond Engineer, for obtaining the necessary repairs and replacements required to place the Facility in good repair and condition in order to be capable of meeting such Performance Standards. Any amounts which are paid to the County under this Section and are not spent on the necessary repairs and replacements shall be returned to the Company.

10.3.2 At The Expiration of the Term. If at the expiration of the Term the Facility is not capable of meeting the Performance Standards applicable at the end of the Term as set forth in Appendices A, A-1, A-2 and A-3, the Company shall within 30 days pay to the County an amount equal to the projected costs and expenses, as reasonably determined by the Bond Engineer, for obtaining the necessary repairs and replacements required to place the Facility in good repair and condition in order to be capable of meeting such Performance Standards. Any amounts which are paid to the County under this Section and are not spent on the necessary repairs and replacements shall be returned to the Company.

10.2.4 Annual Energy Guarantee. If in any Annual Period, the Annual Energy Guarantee exceeds the Actual Energy Produced, then provided the County has met the Annual On-Site Waste Guaranteed Tonnage for such Annual Period, the Company shall pay to the County as liquidated damages hereunder the amount determined by multiplying (a) the difference between the Annual Energy Guarantee for such Annual Period (in kwh/klbs) minus the Actual Energy Produced during such Annual Period (in kwh/klbs), times (b) the Total Steam Produced during such Annual Period (in klbs), times (c) the Florida Power & Light Average As Available Rate for such Annual Period, measured in $/kWh. An example of the calculation of the liquidated damages under this Section 10.2.4 is set forth in Appendix G. Without limiting the application of Section 4.4.3 to all of the Company's other obligations under this Agreement, the Company shall be relieved from its obligation to meet the Annual Energy Guarantee during any period in which the County fails to pay for or approve any Capital Maintenance Costs or delays any payment or approval for any Capital Maintenance Costs, and such failure or delay materially and negatively impacts the Company's ability to meet the Annual Energy Guarantee.

10.3 [omitted]

10.4 Damages Due to Violations of Environmental Laws. If the Company has not complied with its obligations under Sections 3.5.1 and 3.5.2, the County, after giving the Company such Notice and a reasonable opportunity to cure as is contemplated by Section 3.5.4, shall have the right to take whatever actions are necessary to correct the violation of Environmental Laws that is the subject of such Notice and cure period and shall be entitled to withhold from the payment of the Service Fee, Pass Through Costs, Tires Tipping ~~Fees~~Fee and Incentive Fee set forth in Section 7.1 payable to the Company an amount equal to the sum of: (i) the costs incurred by the County in taking all corrective action; (ii) lawful fines, penalties and forfeitures charged against the County by any governmental agency charged with enforcement of Environmental Laws and regulations or judicial orders; (iii) costs and ~~attorneys~~attorneys' fees incurred by the County in the prosecution or defense of any related court or administrative action; (iv) any loss of energy revenues; and (v) any and all damages, including costs and ~~attorney's~~attorneys' fees, of whatever nature to third parties arising therefrom.

~~10.5 Damages Due to the County's Failure to Deliver Guaranteed Tonnage.~~

~~10.5.1 Monthly On-Site Waste Guaranteed Tonnage. If during any Month the County fails to Deliver to the Facility On-Site Waste in an amount equal to or greater than 85% of the applicable Monthly On-Site Waste Guaranteed~~

Tonnage (other than as a result of the failure of the Company to perform its obligations under this Agreement in accordance with the terms of this Agreement, an Uncontrollable Circumstance or a Change in Law), and the Company is capable of Processing an amount at least equal to 85% of the applicable Monthly On-Site Waste Guaranteed Tonnage, the County shall pay the Company the Tipping Fees set forth in Section 7.1.1 for each Ton of On-Site Waste which the County fails to Deliver below said 85% level of the applicable Monthly On-Site Waste Guaranteed Tonnage.

10.5.2 Annual On-Site Waste Guaranteed Tonnage. If, during any Annual Period, the County fails to Deliver On-Site Waste in an amount equal to 100% of the Annual On-Site Waste Guaranteed Tonnage (other than as a result of the failure of the Company to perform its obligations under this Agreement in accordance with the terms of this Agreement, an Uncontrollable Circumstance or a Change in Law), except to the extent the Company gives the County Notice in advance not to Deliver On-Site Waste, or the County is excused from Delivering On-Site Waste to the Facility pursuant to Section 4.8, then the County shall pay to the Company the Tipping Fees set forth in Section 7.1.1 for each Ton of On-Site Waste which the County fails to Deliver below said 100% level, provided, however, that any damages paid by the County to the Company pursuant to Section 10.5.1 shall reduce the amount due the Company by the County under this Section 10.5.2 for any Annual Period which includes the Month for which damages were already paid to the Company.

10.5.3 Monthly Recyclable Trash Guaranteed Tonnage. If during any Month the County fails to Deliver to the Facility Recyclable Trash in an amount equal to or greater than 85% of the applicable Monthly Recyclable Trash Guaranteed Tonnage (other than as a result of the failure of the Company to perform its obligations under this Agreement in accordance with the terms of this Agreement, an Uncontrollable Circumstance or a Change in Law), and the Company is capable of Processing an amount at least equal to 85% of the applicable Monthly Recyclable Trash Guaranteed Tonnage, the County shall pay the Company the Recyclable Trash Fee for each Ton of Recyclable Trash which the County fails to Deliver below said 85% level of the applicable Monthly Recyclable Trash Guaranteed Tonnage.

10.5.4 Annual Recyclable Trash Guaranteed Tonnage. If during any Annual Period the County fails to Deliver Recyclable Trash in an amount equal to 100% of the Annual Recyclable Trash Guaranteed Tonnage (other than as a result of the failure of the Company to perform its obligations under this Agreement in accordance with the terms of this Agreement, an Uncontrollable Circumstance or a Change in Law), except to the extent the Company gives the County Notice in advance not to Deliver Recyclable Trash, or the County is excused from Delivering

~~Recyclable Trash to the Facility pursuant to Section 4.8, then the County shall pay to the Company the Recyclable Trash Fee for each Ton of Recyclable Trash which the County fails to Deliver below said 100% level, provided, however, that any damages paid by the County to the Company pursuant to Section 10.5.3 shall reduce the amount due the Company by the County under this Section 10.5.4 for any Annual Period which includes the Month for which damages were already paid to the Company.~~

10.5 [omitted]

10.6 Damages Due to County's Failure to Deliver Garbage. If the County Delivers to the Facility On-Site Waste (excluding Excess On-Site Waste ~~or Additional Excess On-Site Waste~~) which contains less than ~~54,900 Tons of Garbage on a Monthly basis and~~ 732,000 Tons of Garbage on an Annual basis, then the ~~Solid Waste Tipping Fee paid by the~~ County ~~under~~shall pay to the Company as liquidated damages hereunder an amount equal to $27.45 per Ton as of October 1, 2022, subject to adjustment as provided in Section 7.1.~~1 shall be doubled~~6 and Section 12.3, for each Ton of ~~On-Site Waste Accepted for Processing the~~ Garbage ~~content of which is~~Delivered to the Facility in such Annual Period less than ~~the said amounts.~~732,000 Tons. The ~~Residue Guarantee and~~ Combined Residue/~~Fines/~~Rejects Guarantee shall be adjusted accordingly for the Annual ~~and Monthly~~ Periods during which the County Delivers ~~On-Site Waste the Garbage content of which is~~ less than ~~the said amounts. Any damages paid by the County pursuant to Section 10.5 shall reduce the amount payable to the Company under this Section 10.6 for the same Annual or Monthly Period.~~732,000 Tons of Garbage to the Facility.

10.7 Payments. Applicable damages due to the County pursuant to this Article X shall be computed at the end of each Annual ~~or Monthly~~ Period and added to or subtracted from the Service Fee, Pass Through Costs, Tires Tipping ~~Fees~~Fee and Incentive Fee payable to the Company upon the next Semi-Monthly payment date pursuant to Section 7.1.8. With regard to damages due the County by the Company, the County, in its sole discretion and upon action by the Board of County Commissioners, may elect, in lieu of accepting such damages from the Company as provided in the preceding sentence, to accept payments in-kind for additional Capital Projects to the Facility, provided (i) that such Capital Projects are outside the scope of the Work contemplated by this Agreement, (ii) the installation or construction of such Capital Projects have not commenced at the time that the damages are assessed, and (iii) such Capital Projects have been accepted or approved by the County prior to their installation or construction. Applicable damages due to the Company pursuant to this Article X shall be computed at the end of each Annual ~~or Monthly~~ Period and shall be paid by the County, after set-off of any damages due the County under this

Article X or any funds due the County under any other provisions of this Agreement, to the Company not later than the last Working Day of the next occurring Semi-Monthly Period.

10.8 Consequential or Other Damages. Notwithstanding any other provision of this Agreement, neither party shall be responsible to the other for special, consequential, indirect or incidental damages from any cause arising out of or in connection with this Agreement, provided, however, the foregoing shall not limit ~~(a)~~ the recovery of any liquidated damages the measure of which the Company and the County have specified in dollars in this Agreement ~~or (b) the payment of any amounts expressly authorized pursuant to Section 7.1.9~~.

10.9 Liquidated Damages. The parties acknowledge that damages for certain breaches of the parties' respective obligations under this Agreement are not capable of being ascertained and reasonably calculated, and as a result, the parties have agreed upon liquidated damages for certain breaches as set forth in this Article X. The parties agree that the respective damage amounts set forth in this Article X are reasonable and do not constitute a penalty.

10.10 Letter of Credit; Other Remedies.

10.10.1 Delivery of Letter of Credit; Drawing Rights. The Company has delivered to the County an irrevocable, direct pay Letter of Credit in the amount of $~~16,530~~7,800,000 naming the County as beneficiary.~~-~~ The Letter of Credit shall provide that in the event the Facility does not Accept and Process Solid Waste as a result of a shutdown of the Facility caused by the Company or as a result of an action by the Company, and in addition to other remedies provided to the County under Section 11.3, the County shall have the right to draw on the ~~letter~~Letter of ~~credit~~Credit to pay (i) all costs of disposal of all Solid Waste available for Delivery to the Facility and not Processed, (ii) all handling costs if performed by the County~~;~~ and (iii) all transportation costs of such Solid Waste~~, (iv) the Capital Tipping Fee described in Section 7.1.2 and (v) any amounts owed by the Company to the County, including interest, pursuant to Section 7.1.9.~~. The Letter of Credit shall also provide that ~~in the event the County is required or elects to pay the Unamortized Capital Cost under this Agreement for any reason,~~ the County shall have the right to draw ~~up to $8,730,000~~ on the Letter of Credit~~. The Letter of Credit shall also provide that the County shall have the right to draw on the letter of credit~~ for any increase in the ~~Solid Waste Tipping~~Service Fee set forth in Section~~-~~ 7.1.1 which may be required as a result of the replacement of the Company with a substitute operator after a Company Event of Default has occurred and is continuing. The Letter of Credit shall provide for multiple draws.

10.10.2 Approval of Letter of Credit. The Company shall provide the County with Notice of any new proposed ~~letter~~Letter of ~~credit~~Credit provider whose long-term credit rating shall be no less than "A" and the terms of the ~~letter~~Letter of ~~credit~~Credit not less than 60 days prior to the expiration of the ~~letter~~Letter of ~~credit~~Credit. The County shall approve or disapprove the terms of the ~~letter~~Letter of ~~credit~~Credit, which approval shall not be unreasonably withheld, within ten (10) days of the Company's Notice. The terms of the ~~letter~~Letter of ~~credit~~Credit shall provide that the original principal amount shall be reinstated by the Company no later than sixty (60) days from the date on which the County makes a draw.

10.10.3 Credit for Drawings; Other Remedies. The issuance of the ~~letter~~Letter of ~~credit~~Credit shall not limit the County's right to seek monetary remedies or other remedies under Section 10.9 or other Sections of this Agreement from the Company after a Company Event of Default has occurred and is continuing, provided, however, any drawings by the County under ~~such letter~~the Letter of ~~credit~~Credit shall reduce by an amount equal to such drawing the amounts payable to the County by the Company under the Agreement in respect of which such drawings were made.

~~10.10.4 Reduction of Amount. Commencing on October 1, 2013, the amount of the Letter of Credit referred to in section 10.10.1 shall be reduced from $16,530,000 to $7,800,000, and the Company shall pay to the County, simultaneously with its payment of the annual fee to the issuer of the Letter of Credit, an amount equal to one-half of the cost savings resulting from the reduced amount of the Letter of Credit.~~

10.11 Letters of Credit. The County hereby acknowledges and agrees that no letter of credit to be provided under any term or provision of this Agreement shall obligate the Company to repay any drawings, letter of credit fees or other amounts otherwise due thereunder or shall be secured by any asset of the Company, provided, however, the foregoing shall not relieve the Company of its obligations to provide such letters of credit to the County in accordance with the terms of this Agreement.

Article XI

DEFAULT AND TERMINATION

11.1 Defaults by the Company. Each of the following is an Event of Default on the part of the Company (other than as a result of an Uncontrollable Circumstance, Change in Law or the failure of the County to perform its obligations under this Agreement in accordance with the terms of this Agreement):

11.1.1 Failure to Make Timely Payments. The Company shall fail to make payments owed hereunder to the County on the later to occur of (x) the tenth Working Day following the date when due or (y) the fifth Working Day after Notice from the County of such failure to make such payment. In the event that the Company fails to make timely payments within ten (10) Working Days of the date such payment is due, the amount due shall bear interest at the prime rate announcedpublished from time to time by SunTrust Bank, Miami, N.A.,in the Wall Street Journal, or its successorsanother publication or bank mutually agreed to by the County and the Company, plus two percent, (2%), from the 11th day after such payment is due until the date of payment;

11.1.2 Insolvency.. The Company shall become insolvent, unable to meet its debts as they become due, as such phrase is interpreted under the Bankruptcy Code, or shall admit in writing its inability to meet such debts; shall file a petition seeking relief under any present or future federal or state insolvency statute; or shall have a petition in bankruptcy filed against it which is not discharged within 60 days after the filing thereof;

11.1.3 [omitted]

11.1.4 Company Liens on Facility.. The placement or existence of any Company Liens on the Facility, which Company Liens are not removed or bonded within thirty (30) days after the placement of such Company Liens;

11.1.5 Failure to Make Timely Repairs or Satisfy Operating Standards. The. Subject to the compliance by the County of its obligations under Section 4.4.3, the Company shall fail to make timely repairs to the Facility in accordance with the provisions of Sections 3.16 and 3.17, provided that such repairs are in excess of $584,958.31788,521.37 (as such amount shall be adjusted on the first day of each Annual Period beginning October 1, 20102023 upward or downward for inflation or deflation using changes in the Consumer Price Index for the prior period of July 11st through June 30) or shall fail to meet the Operating Standards contained in Appendices B, B-1, B-2 or B-3 which failure is determined by the Bond Engineer to adversely affect the Facility's Operating Standards by more than 15%, provided that the Company is given an opportunity to meet the Operating Standards within a period of time as determined by the Company and approved by the Bond Engineer;30th);

11.1.6 Failure to Meet Minimum Performance Standards. Except as otherwise provided in this Agreement, the Company shall fail to Accept and Process at least 80% of the Annual On-Site Waste Processing Guarantee and the

~~Annual Recyclable Trash Processing Guarantee or to limit the sum of Residue to not more than 35% of the On-Site Waste Accepted for Processing in each Annual Period as described in Appendix B and Appendix B-1; provided, however, that with respect to the Annual Recyclable Trash Processing Guarantee, the County's sole remedy shall be to terminate the provisions of Article V and the Company shall be required to pay the portion of the Capital Tipping Fee relating to the Recyclable Trash Improvements;~~

11.1.6 [omitted]

11.1.7 Failure to Meet Environmental Obligations. The Company shall (i) violate Environmental Laws which results in the levy of a fine to the County which the Company does not pay when due or threatens a shut-down of the Facility which the Company does not remedy by meeting the regulatory agency's guidelines or entering into an agreement with the regulatory agency to correct the violation, or (ii) fail to satisfy its obligations under Section 3.5;

11.1.8 Facility Shut-Down. A Facility Shut-Down shall have occurred and be continuing as a result of a Company Event of Default (other than a Company Event of Default which is attributable to an Uncontrollable Circumstance, Change in Law or County Event of Default). If a Facility Shut-Down shall have occurred and be continuing as a result of a Company Event of Default, damages shall be due to the County for all Solid Waste available for Delivery to the Company but not Accepted and Processed as a result of such Facility Shut-Down which damages shall be equal to (i) all costs of disposal of all Solid Waste available for Delivery to the Facility and not Accepted and Processed as a result of such Facility Shut-Down, (ii) all handling costs related to such disposal of such Solid Waste if performed by the County~~,~~ plus (iii) all transportation costs of such Solid Waste ~~plus (iv) the Tipping Fees set forth in Section 7.1.2 which the County would otherwise have paid to the Company hereunder to perform such services~~;

11.1.9 Failure to Comply With Other Material Obligations. The Company shall fail to comply with any other material obligations of this Agreement, provided that the determination of materiality is determined by the Bond Engineer, ~~or shall fail three or more times in any Annual Period to meet the Operating Standards contained in Appendices B, B-1, B-2 and B-3,~~ and such failure is not corrected within thirty (30) days after Notice is given to the Company of such failure; or if such failure cannot reasonably be corrected within thirty (30) days, as determined by the Bond Engineer, then within such period as the Bond Engineer shall determine to be reasonable;

11.1.10 Failure to Discharge. The Company shall have failed to discharge any Person required to be discharged under Section ~~5~~4.4.2 (except to the extent such discharge is prevented by applicable law); or

11.1.11 Failure of Company to Maintain Letter of Credit. The Company shall fail to maintain the Letter of Credit referred to in Section 10.10 in the amount required therein.

11.2 Defaults by the County. Each of the following is an Event of Default on the part of the County (other than as a result of an Uncontrollable Circumstance, Change in Law or the failure by the Company to perform its obligations under this Agreement in accordance with the terms of this Agreement):

11.2.1 Failure to Make Timely Payments. The County shall fail to make payments owed hereunder (including, without limitation, payments owed under Sections 4.4.3 and 6.9(d)) to the Company on the later to occur of (x) the tenth Working Day following the date when due or (y) the fifth Working Day after Notice from the Company ~~or the Trustee~~ of such failure to make such payment. In the event that the County fails to make timely payments within ten (10) Working Days of the date such payment is due, the amount due shall bear interest at the prime rate ~~announced~~published from time to time ~~by SunTrust Bank, Miami, N.A.,~~in the Wall Street Journal, or ~~its successors~~another publication or bank mutually agreed to by the County and the Company, plus two percent (2%) from the 11th day after such payment is due until the date of payment;

11.2.2 Insolvency. The County shall become insolvent, unable to pay its debts as they become due, as such phrase is interpreted under the Bankruptcy Code, or shall admit in writing its inability to meet such debts; shall file a petition seeking relief under any present or future federal or state insolvency statute; or shall have a petition in bankruptcy filed against it which is not discharged within sixty (60) days after the filing thereof;

11.2.3 Failure to Meet Minimum Delivery and Garbage Percentage ~~Performance~~ Standards. In any Annual Period, the County shall fail to Deliver no less than five (5) Days prior to the end of such period, at least eighty percent (80~~%~~%) of the Annual On-Site Waste Guaranteed Tonnage ~~and the Annual Recyclable Trash Guaranteed Tonnage~~ or to Deliver at least forty-five percent (45~~%~~%) Garbage to the Facility; or

11.2.4 Failure to Comply With Other Material Obligations. The County shall fail to comply with other material obligations of this Agreement (other

than as provided in this Section 11.2) provided that, except in the case of any failure to comply with Section 4.4.3, the determination of materiality is made by the Bond Engineer, and each such failure is not corrected within thirty (30 days after Notice is given to the County of such failure; or if such failure cannot reasonably be corrected within 30 days, if the County has not instituted reasonable and diligent steps to correct such failure within thirty (30) days after Notice is given to the County of such failure, or does not continue to take reasonable steps to correct such failure after such steps have been initiated.

11.3 Remedies of the County.

11.3.1 Payment of Amounts and Performance of Duties. If a Company Event of Default has occurred and is continuing, the County may, upon at least thirty (30) days prior Notice to the Company, terminate the Company's rights hereunder, whereupon the Company shall be obligated to pay to the County in immediately available funds the amounts provided in ~~Sections 10.3 and~~Section 11.3.2 and shall be obligated to fulfill the requirements of ~~Sections 11.3.3 and~~Section 11.3.4; provided, however, that in respect of a Company Event of Default under (x) Section 11.1.1 such Notice period shall be ten (10) days, (y) Section 11.1.2 such Notice period shall be five (5) days and (z) Section 11.1.8 such Notice period shall be two (2) days after the occurrence and continuation of the Facility Shut-Down referred to in such Section 11.1.8.

11.3.2 Successor Operator Expenses. In addition to the amounts payable under Section 11.3.1 and all other amounts otherwise due and owing to the County under this Agreement, the County shall be entitled to, and the Company shall pay to the County, all increases in the ~~Tipping Fees~~Service Fee referred to in Section 7.1.1 which may be required as a result of the replacement of the Company with a substitute operator after a Company Event of Default has occurred and is continuing.

~~11.3.3 Unamortized Capital Cost. In the event the County is required to pay the Unamortized Capital Cost in connection with the termination of this Agreement as the result of a Company Event of Default, the Company shall reimburse the County for such Costs in the manner in which the County elects to pay such costs pursuant to Section 11.7.~~

11.3.3 [omitted]

11.3.4 Assignment of Information and Materials. Within ten (10) Working Days of receipt of the County's Notice of termination of this Agreement in accordance with Section 11.3.1, the Company shall turn over or assign to the County

or its agents: (i) all machinery, equipment and materials purchased for or installed in the Facility and clear title thereto; (ii) all rights to use its patents, processes or alleged "trade secrets" acquired for the operation of the Facility; and (iii) all contracts, purchase orders or subcontracts for the operation of the Facility which the County notifies the Company it wants to have assigned.

11.3.5 Cooperation in Transition. Upon issuance by the County of a Notice of termination to the Company in accordance with Section 11.3.1, the parties shall mutually cooperate to insure an orderly transition of Facility operations. During such time, the County may enter the Facility and initiate procedures for the takeover of operations.

11.3.6 Right of Entry. Immediately upon termination of the Agreement by the County, the County may enter the Facility and have full rights to take over the operations thereof.

11.4 Remedies of the Company.

11.4.1 Payment of Amounts. If a County Event of Default has occurred and is continuing, the Company may, upon at least thirty (30 ~~days'~~) days prior written Notice to the County, terminate the Company's obligations hereunder, whereupon the County shall be obligated to pay to the Company the amounts provided in Section 11.4.2.

11.4.2 Payment of Amounts. If the Company terminates this Agreement for a County Event of Default, the Company shall be paid within ninety (90) days of termination: (i) the Service Fee, prorated through the date of termination, and Pass Through Costs, Tires Tipping ~~Fees~~Fee, Incentive Fee and other amounts owed by the County to the Company for Solid Waste already Processed or ~~electricity or~~ Recovered Materials or Ash already sold pursuant to Article VII; ~~(ii) subject to the provisions of Section 11.7, an amount equal to the Unamortized Capital Cost and (iii~~and (ii) all other amounts payable by the County to the Company hereunder with respect to the performance by the Company of its obligations under this Agreement. In addition, the Company shall be paid $~~3,000,000~~5,686,313.07, as of October 1, 2022, per year from the date of termination until October 31, ~~2023~~2030 (or, if the Term has been extended for an additional ~~five~~three (3) year renewal term pursuant to Section 2.1, until the end of such renewal term), payable on an annual basis, provided, however, that for a portion of a year the amount due the Company as damages shall be the pro rata amount applicable to such part of a full year. The

~~$3,000,000~~above-referenced $5,686,313.07 annual payment shall be escalated annually by applying the Consumer Price Index for each year from October 1, 2022 until the time of termination.

11.4.3 County Set-off. The County may set-off against such amounts due the Company hereunder ~~(other than the Unamortized Capital Cost)~~ any sums owed to the County by the Company under this Agreement~~, including that amount of money which the Bond Engineer estimates to be the reasonable cost of repairing the Facility in accordance with Section 10.3~~.

11.5 Remedies. The remedies provided to the County pursuant to Section 11.3.1 and the remedies provided to the Company pursuant to Section 11.4.1 shall constitute the remedies available to the County in respect of a Company Event of Default and available to the Company in respect of a County Event of Default, provided, however, that in lieu of terminating the rights and obligations of the parties to this Agreement as so provided in such Section 11.3.1 and Section 11.4.1, the County or the Company, as the case may be, may bring an action at law or in equity seeking damages or specific performance (where available) for a Company Event of Default or a County Event of Default, as the case may be, and provided, further, however, that the parties agree that the remedies available to the County and the Company for breaches under this Agreement for which liquidated damages are provided herein shall be limited to the recovery of such liquidated damages as set forth in this Agreement, any other monetary damages specifically set forth in this Agreement and equitable remedies.

11.6 Termination for Uncontrollable Circumstances or Change in Law. In the event that the County terminates this Agreement in accordance with Section 12.4, the County shall comply with the provisions of Article XIV and shall pay to the Company, within ninety (90) days of the date of termination, the amounts set forth in clauses (i~~), (ii~~) and (~~iii~~ii) of Section 11.4.2.

~~11.7 Calculation of Unamortized Capital Cost. The Unamortized Capital Cost shall equal, at the time of determination, the outstanding principal balance on the Bonds plus accrued interest on such principal balance plus any other amount which may be necessary to defease the Bonds on the next date on which the Bonds may be redeemed plus all Qualified Swap Payments, if any. In any case in which the payment of the Unamortized Capital Cost is called for in this Agreement, the County may, at its sole option, either (x) pay such amount or (y) assume all obligations of the Company under the Bond Documents.~~

11.7 [omitted]

11.8 Interest. In the event that any payment required to be made by either the County or the Company pursuant to the provisions of this Agreement is not made for any reason on or before the date such payment is due, the full amount of such payment shall bear interest from the 11th day after such payment is due to the date such payment is actually made at the prime rate ~~announced~~published from time to time ~~by SunTrust Bank, Miami, N.A.~~in the Wall Street Journal, or ~~its successors~~another publication or bank mutually agreed to by the County and the Company, plus two percent~~.~~ (2%).

11.9 Set-off. The respective payment obligations of the Company and the County hereunder shall only be subject to set-off, abatement and reduction as expressly provided herein.

Article XII

UNCONTROLLABLE CIRCUMSTANCES AND CHANGES IN LAW

12.1 Notice of Event. Notwithstanding any other provision set forth in this Agreement, neither the County nor the Company shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement due to the occurrence of an Uncontrollable Circumstance or Change in Law. The party experiencing an Uncontrollable Circumstance or Change in Law shall, as a condition precedent to the right to claim excuse of performance, in connection therewith:

12.1.1 Occurrence Notice. Promptly notify the other party verbally, and within forty-eight (48) hours provide Notice of the occurrence of the Uncontrollable Circumstance or Change in Law;

12.1.2 Preparation of Report. As soon as practical, but in no event more than ten (10) Working Days thereafter, prepare and deliver to the other party a written description of (a) the events surrounding the commencement of the Uncontrollable Circumstance or Change in Law, and (b) its estimated duration and impact, including costs, if any, on the party's obligations under this Agreement; and

12.1.3 Cessation Notice. Promptly notify the other party of the cessation of the Uncontrollable Circumstance or Change in Law.

12.2 Continuing Obligations. Whenever an Uncontrollable Circumstance or Change in Law shall occur, the party affected thereby shall take whatever steps are necessary to attempt to eliminate the cause therefor, reduce the costs thereof and resume performance under this Agreement.

12.3 Cost Impact on Company~~.~~. If the occurrence of an Uncontrollable Circumstance or Change in Law causes a decrease or increase in the Company's cost of operation and maintenance of the Facility, then the ~~Solid Waste Tipping~~Service Fee, the ~~Recyclable Trash~~Tires Tipping Fee and the ~~Tires Tipping~~Incentive Fee shall be mutually adjusted accordingly; provided, however, that any increase in the cost of operating and maintaining the Facility shall be limited to the estimated incremental direct cost increase as mutually agreed to by the parties, adjusted one (1) year thereafter upward or downward to reflect the actual costs which the Company is able to establish were proximately caused by the Uncontrollable Circumstance or Change in Law. The Company shall have the burden of proof to substantiate, by reasonable evidence, any such claimed increased costs. Alternatively, if the County and the Company agree that the impact of an Uncontrollable Circumstance or Change in Law is better expressed by reference to a variable, such as the type of fuel used or the amount of water used (rather than by reference to ~~a Tipping~~the Service Fee), then the parties may agree to a payment or other adjustment to address the impact of such Uncontrollable Circumstance or Change in Law. If proceeds of any insurance paid for by the Company pursuant to this Agreement shall be paid to the Company to meet such increased costs, the amount of any increase to the ~~Solid Waste Tipping~~Service Fee, the ~~Recyclable Trash Fee and the~~ Tires Tipping Fee~~,~~ and the Incentive Fee shall be reduced by the amount of such proceeds. Notwithstanding any other provision of this Agreement, the County may audit all financial records of the Company relating to such increased costs. In the event the Company is able to establish that the Uncontrollable Circumstance or Change in Law has had a direct effect on its ability to meet the ~~Residue Guarantee and/or~~ Combined Residue/~~Fines/~~Rejects Guarantee, the parties shall mutually agree upon an adjustment thereto. Notwithstanding the foregoing, in the event the County institutes a recycling program to comply with a Change in Law not caused by the County, the Company shall not be entitled to an increase in the ~~Solid Waste Tipping~~Service Fee, the ~~Recyclable Trash Fee or the~~ Tires Tipping Fee or the Incentive Fee as a result of loss in revenues resulting from a reduction in the amount of Recovered Materials which is directly attributable to the recycling program.

12.4 County's Right to Terminate. In the event that one (1) or more Uncontrollable Circumstances or Changes in Law causes an increase or projected increase in the County's disposal cost over the prior thirty-six (36) Month period, which cost shall include (i) ~~all~~the Service Fee, Pass Through Costs, Tires Tipping ~~Fees;~~Fee and Incentive Fee; and (ii) the cost of disposal of Residue originating at the Facility; ~~and (iii) the pro-rata debt service for such period on the Bonds applicable to the Facility;~~ minus ~~(iv)~~ iii) Energy Revenues generated from the operation of the Facility retained by the County; which increase shall be equal to or greater than fifty

percent (50~~% of all~~%) of the Service Fee, Pass Through Costs, Tires Tipping ~~Fees~~Fee and Incentive Fee paid by the County to the Company prior to the first Uncontrollable Circumstance or Change in Law within the most recent twelve (12) Month period, or ~~100%~~seventy-five percent (75%) increase within the most recent twenty-four (24) Month period, or ~~150%~~one hundred percent (100%) increase within the most recent thirty-six (36) Month period, then the County may declare this Agreement terminated upon sixty (60) days prior Notice to the Company, provided, however, this Agreement shall not terminate until the payment in full to the Company of all amounts set forth in clauses (i~~), (ii~~) and (~~iii~~ii) of Section 11.4.2 and compliance by the County with the provisions of Article XIV on or before the effective termination date for this Agreement. Commencing ~~November~~October 1, ~~2013~~2022, in lieu of the provisions of the immediately preceding sentence, in the event that one (1) or more Uncontrollable Circumstances or Changes in Law causes an increase or projected increase in the ~~County's~~County's disposal cost over the prior 12-month period, which cost shall include (i) ~~all~~the Service Fee, Pass Through Costs, Tires Tipping ~~Fees;~~Fee and Incentive Fee and (ii) the cost of disposal of Residue originating at the Facility; ~~and (iii) the pro rata debt service, if any, for such period on the Bonds applicable to the Facility;~~ minus (~~iv~~iii) Energy Revenues generated from the operation of the Facility retained by the County (provided that the Company shall have the right to guarantee to the County the amount of any such Energy Revenues); which increase, measured on a per Ton of Solid Waste basis, shall be to an amount which is greater than the product of the ~~County's~~County's then-current contract price for the disposal of Solid Waste to municipalities and third-party haulers multiplied by ninety-five percent (95~~%~~,%), then the County may declare this Agreement terminated upon sixty (60) days prior Notice to the Company, provided, however, this Agreement shall not terminate until the payment in full to the Company of all amounts set forth in clauses (i~~), (ii~~) and (~~iii~~ii) of Section 11.4.2 and compliance by the County with the provisions of Article XIV on or before the effective termination date for this Agreement. If the County exercises its right to terminate the Agreement pursuant to this provision, the County shall cease to use the Facility after such termination to recover energy or burn Solid Waste. If the County has reasonable grounds to believe that it can operate the Facility at a lower cost than the proposed increased disposal cost, the County shall not terminate this Agreement and the Company shall make any improvements to the Facility, at the County's expense, suggested by the County or shall implement any changes in the procedures for or method of operating the Facility suggested by the County in order to lower such cost. The Company shall provide the County with sufficient records to document such lower cost and the Company and the County shall adjust the ~~Solid Waste Tipping~~Service Fee to reflect such cost savings. In any event, the County may use fuel other than Solid Waste to generate electricity at the Facility.

12.5 CO Control.

12.5.1 Relief from Damages.; Relief from Damages. In order to operate the Facility in compliance with applicable law, the Company burns gas (e.g., propane and/or natural gas) in the boilers in order for emissions of carbon monoxide (CO) not to exceed applicable limits. The applicable law setting forth the CO emission limits constitutes a Change in Law under this Agreement. The burning of gas in the boilers generates Btu's, and the Processing capacity of the Facility is reduced by an amount equal to the amount of RDF with a Btu content equal to the Btu content of the gas so burned. Notwithstanding anything to the contrary set forth in any other provision of this Agreement, in the event the Processing capacity of the Facility is reduced during any period due to the burning of gas in order to comply with the CO emission limits, for purposes of any damages, penalty, deduction or default provisions of this Agreement (including, without limitation, Section 7.1.7(b) and Articles X and XI), the Company shall be deemed to have Processed an amount of On-Site Waste the Processing of which would yield RDF with a Btu content equal to the Btu content of the gas so burned, and the County shall not be liable for damages under Section 10.5 to the extent of any such reduction of the Processing capacity of the Facility. The provisions of this Section 12.5 shall not relate to gas burned in the boilers for purposes other than compliance with CO emission limits.

12.5.2 Compensation for Gas Consumption. Gas consumption for uses solely related to CO control will be reimbursed to the Company on a pass-through basis, which shall include an administration fee of 6.5 percent of the cost of such gas, not to exceed $70,195 per Annual Period, subject to CPI adjustment commencing October 1, 2010. The Company shall invoice the County on a monthly basis for gas consumption. The invoice package will be in a format agreed upon by the County and the Company, which shall at a minimum include: the vendor's invoice, the Company's logbook identifying gas consumption due to CO control, and a summary of the costs to be reimbursed. The County will provide payment within 45 days of receipt of invoice.

12.6 Mercury Analyzers. In the event of a Change in Law requiring the installation of mercury analyzers at the Facility, the Company shall pay, at its cost and expense, up to $750,000 toward the initial purchase and installation of four (4) Mercury analyzers.

12.7 CO2 Analyzers. The Company shall pay, at its cost and expense, up to $100,000 toward the initial purchase and installation of carbon dioxide (CO2) analyzers. The County shall pay the Company, in addition to the Service Fee, $12,000, in October 1, 2009 dollars and subject to adjustment as provided in Section

7.1.6(a) and Section 12.3, per Annual Period for the Company's operation and maintenance of the CO2 analyzers, and the County shall report the CO2 data to the United States Environmental Protection Agency and any other applicable regulatory authorities. The payment described in the immediately preceding sentence shall be paid by the County simultaneously with its last payment each Annual Period under Section 7.1, and the payment for the Annual Period in which the CO2 analyzers are installed shall be prorated based upon the date of installation.

Article XIII

ADJUSTMENT TO OBLIGATIONS; CONTENTS OF APPENDICES; ~~TIPPING~~ FEES

13.1 Adjustment to Obligations. In the event that any alteration or modification to the Facility by the County or the Company contemplated by this Agreement or any repair or reconstruction of the Facility is necessary following damage thereto and the effect thereof is to adversely affect the County's ability to meet its Annual ~~or Monthly~~ On-Site Waste Guaranteed Tonnage or ~~Annual or Monthly Recyclable Trash Guaranteed Tonnage or~~ the Company's ability to meet its Annual ~~or Monthly~~ On-Site Waste Processing ~~Guarantees, Annual or Monthly Recyclable Trash Processing Guarantees~~Guarantee, and/or construction deadlines under this Agreement, proper adjustments may be made from time to time to such guarantees or deadlines upon mutual agreement by the administrative staffs of the Company and the County, provided that (x) a written report is mutually prepared by such staffs in sufficient detail to (i) demonstrate how the construction will affect, or has affected, the guarantees or deadlines, as the case may be and (ii) describe the adjustments to be made to this Agreement in order to compensate for such adverse affect and (y) such adjustments are approved by the Board of County Commissioners.

13.2 Adjustment to Contents of Appendices. Adjustment, modifications or changes to the (i) ~~Operating Standards and Performance Standards, with the exception of Annual and Monthly On-Site Waste Processing Guarantees, Annual and Monthly Recyclable Trash Processing Guarantees and Residue Guarantees, (ii)~~ Project Descriptions or Schedules~~,~~ or (~~iii~~ii) any other technical term or any other provision contained in the Appendices shall be evidenced by a written instrument executed by the authorized representatives of the County and the Company referred to in Section 15.2, whereupon such adjustments, modifications and changes shall be deemed to have amended such Appendices to the extent provided in such instrument.

13.3 ~~Tipping~~ Fees. Except as otherwise expressly provided herein, ~~no Tipping Fees~~none of the Service Fee, the Tires Tipping Fee or the Incentive Fee shall be adjusted hereunder without the prior approval of the Board of County Commissioners.

Article XIV

TERMINATION OF AGREEMENT

14.1 Termination of Agreement. Notwithstanding any provisions to the contrary contained in this Agreement, the County may only terminate this Agreement as provided in this Agreement, and the County may not terminate this Agreement for any reason on less than thirty (30 ~~days'~~) days prior written notice to the Company. In connection with any such termination, the County shall, on or before the effective date of such termination, ~~at the election of the County, to be exercised in the County's sole discretion, (x) pay to the Trustee an amount equal to the Unamortized Capital Cost, determined as of the date of such termination, or (y) pay to the Trustee the amounts due to the Trustee under Section 7.1.9 on the dates therein indicated, or (z)~~ cause a successor operator to assume as of the date of such termination: (i) the Company's obligations to the County under this Agreement; ~~(ii) the Company's obligations to the Trustee with respect to the Bonds and the Swap Agreement, if any;~~ and (~~iii)~~ ii) the Company's obligations to all other Persons under all other contracts entered into by the Company in connection with the performance of the Work, in each case pursuant to such contracts and agreements as the County shall reasonably require~~, and continue to pay the amounts due to the Trustee under Section 7.1.9.~~. Any such assumption shall not release the Company from its obligations under Sections 11.3.2, 11.3.3, 11.3.4 and 11.3.5.

Article XV

MISCELLANEOUS

15.1 No Assignment. The Company may not assign any of its right, title or interest in this Agreement without the express permission of the County given in its sole discretion; provided that the Company may assign its rights and obligations under this Agreement to an Affiliate of the ~~GP~~Company. The County may assign any of its rights or duties under this Agreement ~~except to the extent such assignment is limited by the Bond Documents~~.

15.2 Representatives. The authorized representative of the County for purposes of this Agreement shall be the County Mayor or his/her designee. The

authorized representative of the Company for purposes of the Agreement shall be the Vice-President, Regional Business Management of the GP or his/her designee. Either party may change its representative upon five (5) days prior Notice to the other party.

15.3 Notices. All Notices, consents and communications required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, recognized overnight courier or electronic mail, with Notice deemed to be given upon receipt, as follows:

If to the County:

County Mayor
Stephen P. Clark Center
111 ~~N.W.~~NW 1st Street, 29th Floor
Miami, Florida 33128-1993
e-mail: Mayor@miamidade.gov

With a copy to:

Director
Department of ~~Public Works and~~Solid Waste Management
2525 ~~N.W.~~NW 62nd Street, 5th Floor
Miami, Florida 33147
e-mail: Michael.Fernandez@miamidade.gov

and:

Miami-Dade County Attorney
Stephen P. Clark Center
111 ~~N.W.~~NW 1st Street, Suite ~~2810~~2800
Miami, Florida 33128-1993
e-mail: David.Hope@miamidade.gov

If to the Bond Engineer:

~~Malcolm Pirnie,~~Arcadis US Inc.
~~5201 Blue Lagoon Drive, 9th Floor~~
1000 NW 57th Court, Suite ~~100~~770
Miami, Florida 33126
e-mail: Leah.Richter@arcadis.com

If to the Company:

Covanta Dade ~~Power Corp.~~Renewable Energy, LLC
6990 ~~N.W.~~NW 97th Avenue
Miami, Florida 33178
Attn: Vice-President, Regional Business Management
e-mail: sholkeboer@covanta.com

With a copy to:

Covanta Holding Corporation
445 South Street
Morristown, New Jersey 07960
Attn: General Counsel
e-mail: generalcounsel@covanta.com

and

Harper Meyer Perez Hagen ~~O'Connor~~ Albert ~~&~~ Dribin & DeLuca LLP
201 S. Biscayne Blvd, Suite 800
Miami, Florida 33131
Attn: Ronald Albert, Jr., Esq.

e-mail: ralbert@harpermeyer.com

Changes in the respective addresses to which such Notices may be directed may be made from time to time by either party by Notice to the other party.

15.4 Waiver. Unless otherwise specifically provided for by this Agreement, no delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of any other right under this Agreement.

15.5 Transfer of Ownership. If the County transfers ownership of all or any portion of the Facility to any Person, then such Person shall be bound by this Agreement and shall have no rights greater than those of the County pursuant to this Agreement, provided, however, no such transfer shall relieve the County of any of its obligations hereunder except as provided in this Agreement.

15.6 Representations of the Company. The Company represents that (i) it is a limited partnership duly formed and validly existing under the laws of the State of Florida; (ii) this Agreement has been duly authorized, executed and delivered by it in the State of Florida; (iii) it has the required power and authority to perform this Agreement; (iv) the Company and/or the GP have occupied, operated and maintained the Facility pursuant to the 1985 Management Agreement, the 1987 Management Agreement, the 1990 Management Agreement, the 1991 Management Agreement~~.~~, the 1996 Management Agreement and the Existing Agreement from June~~.~~ 20, 1985 until the date of this Agreement; and (v) the Company is thoroughly familiar with the Facility and with all local conditions at the Facility and has all information necessary to perform the requirements of the Contract Documents.

15.7 Representations of the County. The County represents that (i) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County and constitutes its legal, valid and binding obligations and (ii) it has the required power and authority to perform this Agreement.

15.8 Performance by Parties. In the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

15.9 Entire Agreement. This Agreement amends and restates the Existing Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the operation, maintenance, repair and guarantee of performance of the Facility applicable during the Term. Except as provided in Section 13.2, any modification or amendment to the terms herein must be in writing, approved by the Board of County Commissioners and signed by authorized representatives of each party hereto. Effective October 1, ~~2009~~2022, this Agreement supersedes any previous understanding and commitments, whether oral or written, relating to the particular subject matter indicated above; ~~provided, however, that~~including the 2010 Letter Agreement and any letter agreements entered into by the County and the Company prior to the date of this Agreement; provided, however, the letter agreement between the County and the Company dated January 25, 2021, relating to mobile metal (ash reuse), as extended by a letter agreement between the County and the Company dated January 19, 2022, shall survive the execution and delivery of this Agreement~~, except to the extent of any direct conflict between the terms of the 2010 Letter Agreement and the terms of this Agreement, in which case the terms of this Agreement shall control;~~; and provided, further, that the Existing Agreement shall survive with respect to the period prior to the ~~effective date~~Effective

Date of this Agreement (i.e., October 1, ~~2009). Notwithstanding the foregoing, the provisions of Section 3.23 shall be effective commencing on the date this Agreement has been executed and delivered by both the County and the Company.~~2022). Since both parties have engaged in the drafting of this Agreement, no presumption of construction against either party shall apply.

15.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties, by execution of this Agreement, agrees to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida or in the United States District Court for the Southern District of Florida.

15.11 Agreement Binding. This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors, if any.

15.12 Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

15.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

15.14 Survivability. Any term, condition, covenant or obligation which requires performance by a party subsequent to the expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

15.15 Third-Party Beneficiaries. The parties agree that ~~(except for the Trustee, which shall be a third-party beneficiary of this Agreement)~~ it is not intended by any of the provisions of this Agreement (a) that any Contractor or any other Person shall be deemed to be a third-party beneficiary pursuant to this Agreement, or (b) that anyone not a party to this Agreement shall be authorized to maintain an action pursuant to the terms of this Agreement.

15.16 Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid or illegal, such invalidity or illegality shall not affect any other provision of this Agreement but this Agreement

shall be construed and enforced as if such invalid or illegal provision has not been contained in this Agreement.

15.17 Independent Engineer. Without limiting the other provisions of this Agreement, if a dispute arises under this Agreement which cannot be resolved by the mutual agreement of the parties, the County and the Company agree to employ an independent engineer mutually acceptable to the County and the Company to prepare a report which shall be nonbinding on the County and the Company, which report shall set forth recommendations to resolve any disputes between the Company and the County which result from the findings of the Bond Engineer contemplated by this Agreement. The Company and the County agree to share the cost of such independent engineer on an equal basis.

15.18 Disclosure. All contracts or business transactions or renewals thereof with the County, or any Person or agency acting for the County, including but not limited to: contracts for public improvements; contracts for purchase of supplies, materials or services other than professional; and leases, franchises, concessions or management agreements, shall require the Person contracting or transacting such business with the County to disclose under oath his or her full legal name and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract; provided, however, no disclosure shall be required of subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation, the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five percent (5%) or more of the outstanding stock in such corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. All assignments of any such contract or transaction, if otherwise authorized, shall comply with the provisions thereof. All transferees of interest required to be disclosed hereunder shall within 30 days of the transfer notify the County that the transfer has occurred. Notwithstanding anything in this Section to the contrary, the foregoing disclosure requirements shall not apply to contracts with publicly traded corporations, or to contracts with the United States or any department or agency thereof, the state or any political subdivision or agency thereof, or any municipality of this state. Any violation of this Section shall be deemed an Event of Default. The disclosure required under this Section shall be set forth in Appendix F.

15.19 Release. For the avoidance of doubt, the Company and the County hereby acknowledge and confirm that each of MIC and the GP have been released of all rights and obligations under this Agreement, except to the extent otherwise set forth in the Guarantee, including, without limitation, the right to receive payments of any amounts under or in respect of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers as of the date first set forth above.

ATTEST:

COVANTA DADE RENEWABLE ENERGY ~~LTD~~, LLC

By: ~~COVANTA DADE POWER CORP.,~~ **COVANTA PROJECTS, LLC**

~~as General Partner~~**Authorized Member**

By~~:~~ _____~~:~~ _____

Secretary

By: _____

~~Senior VP Domestic Business Management~~

(SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, ~~FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS~~

~~By:~~ _____ ~~By:~~ _____

~~By:~~ _____ By: _____

Deputy Clerk

Mayor

311303 v3

Approved as to ~~form~~Form and
~~legal sufficiency~~

Legal Sufficiency

_____
Assistant County Attorney

~~76901v7~~

311303 v3

APPENDIX ~~J~~G

~~Schedule 1~~

~~METHOD FOR DETERMINING THE AMOUNT AND PAYMENT SCHEDULE FOR THE CAPITAL TIPPING FEES TO BE PAID~~

~~The determination of the amount shall encompass all of the elements of Debt Service as follows:~~

~~a) **PRINCIPAL AND INTEREST ON THE BONDS:** Rice Financial Products Company. shall furnish to the Company and the County, at the beginning of every six-month period, an estimate of the amount of interest the Swap Provider will be paying (or receiving). The difference between (a) the fixed amount of interest payable to the bondholders semi-annually, and (b) the amount due from (or to) the Swap Provider semi-annually shall be considered the amount of interest for calculating an estimate to of the Capital Tipping Fee and should be divided by 12 in order to obtain the semi-monthly payment. The principal shall be the same as the fixed schedule and be divided by 24 in order to obtain the semi-monthly payment.~~

~~b) **FEES:** The types of fees as disclosed in the definition of Debt Service shall be estimated and divided by 24 in order to calculate the semi-monthly payment.~~

~~c) **INVESTMENT EARNINGS ON THE CONSTRUCTION FUND:** An estimate of these earnings, which will take into account current interest rates and current projected balances, shall be calculated and divided by 24 in order to obtain the semi-monthly payment.~~

~~d) **INVESTMENT EARNINGS ON THE BOND FUND BEGINNING ON SEPTEMBER 30, 2001:** An estimate of these earnings, which will take into consideration current interest rates and current projected balances, shall be calculated and divided by 24 in order to obtain the semi-monthly payment.~~

~~TABULAR PRESENTATION~~ ~~APPENDIX J~~ ~~Schedule 2~~**~~ANNUAL ENERGY~~ GUARANTEE**

~~ITEM~~Contract Year	~~PRINCIPAL~~Duration	~~INTEREST~~*~~Annual~~ ~~Energy Guarantee~~*	~~TOTAL~~
~~FIXED RATE BONDS~~Contract Year 1	~~XXX~~Oct 1st 2022 through Sep 30th 2023	~~XXX~~ 61.56 kwh/klbs steam	~~XXX~~
~~PAYMENT FROM SWAP PROVIDER~~Contract Year 2	Oct 1st 2023 through Sep 30th 2024	~~(XXX)~~ 60.64 kwh/klbs steam	~~(XXX)~~
~~PAYMENT TO SWAP PROVIDER~~Contract Year 3	Oct 1st 2024 through Sep 30th 2025	~~XXX~~ 59.73 kwh/klbs steam	~~XXX~~
~~FEES:~~Contract Year 4	Oct 1st 2025 through Sep 30th 2026	58.83 kwh/klbs steam	
~~TRUSTEE~~Contract Year 5	~~XXX~~Oct 1st 2026 through Sep 30th 2027	57.95 kwh/klbs steam	~~XXX~~
~~PAYING AGENT~~Contract Year 6	~~XXX~~Oct 1st 2027 through Sep 30th 2028	57.08 kwh/klbs steam	~~XXX~~
~~REGISTRAR~~Contract Year 7	~~XXX~~Oct 1st 2028 through Sep 30th 2029	56.23 kwh/klbs steam	~~XXX~~
~~AUTHENTICATING AGENT~~Contract Year 8	~~XXX~~Oct 1st 2029 through Sep 30th 2030	55.38 kwh/klbs steam	~~XXX~~
~~REBATE ADVISOR~~Contract Year 9	~~XXX~~Oct 1st 2030 through Sep 30th 2031	54.55 kwh/klbs steam	~~XXX~~
~~EARNINGS ON THE CONST FUND~~Contract Year 10	~~(XXX)~~Oct 1st 2031 through Sep 30th 2032	53.73 kwh/klbs steam	~~(XXX)~~
~~EARNINGS ON BOND FUND (BGN SEPT. 30, 2001)~~	~~(XXX)~~		~~(XXX)~~
~~CAPITAL TIPPING FEE~~	~~XXX~~	~~XXX~~	~~XXX~~

~~**CAPITAL TIP FEE:**~~

~~PRINCIPAL DIVIDED BY 24 FOR ANNUAL COMPONENT~~

~~INTEREST DIVIDED BY 12 FOR SEMI-ANNUAL COMPONENT~~

~~**TRUE UP**~~

~~QUARTERLY PER O & M AGREEMENT~~

Liquidated Damages Calculation

If the Annual Energy Guarantee is not achieved, the following example shows the calculation of the payment the Company will make to the County:

Example for Contract Year 1:

Actual Energy Produced	= 60.56 kwh/klbs steam
Annual Energy Guarantee	= 61.56 kwh/klbs steam
Total Steam Produced	= 4,500,000 klbs
Kwh shortfall	= 4,500,000 kwh
FPL as Available rate	= $0.025/kwh
Liquidated Damages ($)	= $112,500

APPENDIX K

Generator Owner {("GO")/} Generator Operator {("GOP")} Obligation Matrix

NERC Standard	Description	GO	GOP	Covanta Procedure
BAL-005-0.1a	Automatic Generator Control		X	CVA-BAL-005
CIP-001-2a	Sabotage Reporting		X	CVA-CIP-001
CIP-002-3	Critical Asset/Critical Cyber Asset ID		X	CVA-CIP-002
CIP-003-3	Cyber Security – Security Management Controls		X	CVA-CIP-003
CIP-004-009-3	N/A, if no critical assets ID'd from CIP-002		X	Not Applicable
COM-002-2	Communications and Coordination		X	CVA-COM-002
EOP-004-1	Disturbance Reporting		X	CVA-EOP-004
FAC-002-1	Coordination of Plans for New Facilities		X	CVA-FAC-002
FAC-008-1	Facilities Rating Methodology		X	CVA-FAC-008
FAC-009-1	Establish and Communicate Facility Ratings		X	CVA-FAC-009
IRO-001-1.1	Reliability Coordination – Responsibilities and Authority		X	CVA-IRO-001
IRO-005-2a	Reliability Coordination – Current Day Operations		X	CVA-IRO-005
MOD-010-0	Steady State Data and Transmission System Modeling and Simulation		X	CVA-MOD-010
MOD-012-0	Dynamic Data for Transmission System Modeling and Simulation		X	CVA-MOD-012
MOD-024-1	Verification of Generator Gross and Net Real Power Capability		X	CVA-MOD-024
MOD-025-1	Verification of Generator Gross and Net Reactive Power Capability		X	CVA-MOD-025
NUC-001-2	Nuclear Plant Interface Coordination		X	Not Applicable
PRC-001-1	System Protection Coordination		X	CVA-PRC-001
PRC-004-1a	Analysis and Mitigation of Transmission and Generator Protection System Misoperations		X	CVA-PRC-004
PRC-005-1a	Transmission and Generator Protection System Maintenance and Testing		X	CVA-PRC-005
PRC-015-0	Special Protection System Data and Documentation		X	NERC-COV-018
PRC-016-0.1	Special Protection System Mis-operations		X	CVA-PRC-016
PRC-017-0	Special Protection System Maintenance and Testing		X	CVA-PRC-017
PRC-018-1	Disturbance Monitoring Equipment Installation and Data Reporting		X	CVA-PRC-018
PRC-023-1	Transmission Relay Loadability		X	Not Applicable
TOP-001-1	Reliability Responsibilities and Authorities		X	CVA-TOP-001
TOP-002-2b	Normal Operations Planning		X	CVA-TOP-002
TOP-003-0	Planned Outage Coordination		X	CVA-TOP-003
TOP-006-2	Monitoring System Conditions		X	CVA-TOP-006
VAR-002-1.1b	Generator Operation for Maintaining Network Voltage Schedules		X	CVA-VAR-002

"X" = Single Point of Accountability/Owner of Reliability Standard

_____	_____	_____	0
Generator Owner	Generator Operator	Dated	Revision No.

MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 18, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(M)(2)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(2)
10-18-22

RESOLUTION NO. _____

RESOLUTION APPROVING FIFTH AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND COVANTA DADE RENEWABLE ENERGY, LLC; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN INCLUDING OPTIONS TO RENEW AND CANCELLATION PROVISIONS

WHEREAS, the Resources Recovery Facility ("RRF"), located at 6990 NW 66th Street, in the City of Doral, has provided countywide disposal needs for the citizens of Miami-Dade County (the "County), for 40 years since 1982; and

WHEREAS, the RRF is the cornerstone of the County's Solid Waste System, which provides the necessary level of service waste disposal capacity required by the State of Florida's Comprehensive Development Master Plan; and

WHEREAS, the RRF serves as countywide significance by serving the disposal needs for the residents of unincorporated Miami-Dade County and 10 municipalities where the County's Department of Solid Waste Management provides waste collection services to include the City of Aventura, Town of Cutler Bay, City of Doral, City of Miami Gardens, Town of Miami Lakes, Village of Palmetto Bay, Village of Pinecrest, City of Sunny Isles, City of Opa-locka and City of Sweetwater; and

WHEREAS, the RRF serves the residents of 15 municipalities that have entered into long-term waste disposal interlocal agreements with the County, including Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, City of Homestead, City of Miami, City of Miami Beach, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of South Miami, Town of Surfside, City of Sweetwater, and City of West Miami; and

WHEREAS, the Fifth Amended and Restated Operations and Management Agreement between the County and Covanta Dade Renewable Energy, LLC (the "Fifth Amendment"), attached hereto as Exhibit A in substantially final form, is necessary for the provision of providing a bridge agreement for the disposal and processing of waste in an environmentally safe manner and better alternative to landfilling until such time a replacement facility is available; and

WHEREAS, this bridge agreement considers the County's desire for a Zero Waste program and includes provisions for Covanta to participate in County programs for anaerobic digestion, pharmaceutical collection and destruction, and composting; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board (i) authorizes the County Mayor or County Mayor's designee to execute the Fifth Amendment, and (ii) authorizes the County Mayor or County Mayor's designee to exercise all other rights contained therein, including options to renew and cancellation provisions.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman
Oliver G. Gilbert, III, Vice-Chairman

Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Kionne L. McGhee
Jean Monestime	Raquel A. Regalado
Rebeca Sosa	Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of October, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope

==========

FIFTH AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT

by and between

MIAMI-DADE COUNTY, FLORIDA

and

COVANTA DADE RENEWABLE ENERGY, LLC

Effective as of October 1, 2022

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FIFTH AMENDED AND RESTATED
OPERATIONS AND MANAGEMENT AGREEMENT

This ***FIFTH AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT*** (the "Agreement") is executed on this _____ day of _____, 2022 but is effective as of October 1, 2022, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, and COVANTA DADE RENEWABLE ENERGY, LLC, a Florida limited liability company, for the purpose of amending and restating in its entirety that certain Fourth Amended and Restated Operations and Management Agreement effective as of October 1, 2009 between the County and the Company (the "Existing Agreement").

RECITALS:

A. The County is the owner of a Solid Waste disposal facility and the Electric Generating Facility which constitute the Facility, the purpose of which is to provide a long-term environmentally safe alternative to the landfilling of Solid Waste.

B. The County, after issuing a Request for Qualifications, entered into a Management Agreement dated June 20, 1985 with Montenay International Corp., a New York corporation ("MIC"), and Montenay Power Corp., a Florida corporation now known as Covanta Dade Power Corp. (the "GP"), for the operation and maintenance of the Facility (the "1985 Management Agreement").

C. The County, MIC and the GP entered into two amendments to the 1985 Management Agreement reflecting certain modifications to the 1985 Management Agreement to which the County, MIC and the GP agreed.

D. The 1985 Management Agreement, as modified, contemplated that the parties could enter into a long term agreement.

E. MIC, the GP and the County entered into an Operations and Management Agreement dated October 20, 1987 (the "1987 Management Agreement") to replace the 1985 Management Agreement, as amended, pursuant to which MIC and the GP agreed to (i) continue to operate and manage the Facility; (ii) design, engineer, acquire, construct, install, start-up and test the Capital Improvements to the Facility, as more fully described in Appendix C to the Existing Agreement and Appendix D to the Existing Agreement; and (iii) guarantee the performance of the Facility, all on the terms and conditions provided therein.

F. MIC and the GP assigned, transferred and conveyed their right to receive payments under the 1987 Management Agreement to Montenay-Dade, Ltd., a Florida limited partnership, pursuant to an Assignment of Agreement dated February 15, 1988 among MIC, the GP and the Company, which Assignment of Agreement was approved by the County.

G. The 1987 Management Agreement was amended on eight different occasions to revise certain provisions of the 1987 Management Agreement relating, inter alia, to the design, engineering, acquisition, construction, installation, start-up and testing of the Capital Improvements.

H. The parties desired to enter into an agreement with respect to certain future improvements to the Facility pursuant to which the waste disposal capacity of the Facility would be improved and the air pollution control equipment of the Facility would be upgraded with the installation of Scrubbers and fabric filters.

I. The County, the Company, MIC and the GP entered into an Amended and Restated Operations and Management Agreement dated December 20, 1990 (the "1990 Management Agreement") and the County and the Company entered into a Second Amended and Restated Operations and Management Agreement dated December 10, 1991 (the "1991 Management Agreement") for the purposes of, inter alia, (i) incorporating the amendments to the 1987 Management Agreement; (ii) incorporating certain additional amendments to the 1987 Management Agreement with respect to the design, engineering, acquisition, construction, installation, start-up and testing of the Capital Improvements; and (iii) setting forth the terms and conditions of the design, engineering, acquisition, construction, installation, start-up and testing of the Capital Projects, all on the terms and conditions provided therein.

J. MIC and the GP assigned, transferred and conveyed all of their rights and obligations under the 1990 Management Agreement to the Company and the Company assumed such rights and obligations, pursuant to an Assignment of the First Restated and Amended Operations & Management Agreement dated December 10, 1991.

K. The County agreed to eliminate MIC and the GP as parties to the 1991 Management Agreement provided that MIC and the GP agreed to guarantee all of the obligations of the Company under the 1991 Management Agreement pursuant to a Guarantee by MIC and the GP in favor of the County (the "Prior Guarantee"), a copy of which was attached as Appendix I to the 1996 Management Agreement.

L. The 1991 Management Agreement was amended on three different occasions for the purposes of, inter alia, setting forth the terms and conditions of the design, engineering, acquisition, construction, installation, start-up and testing of the Recyclable Trash Improvements and the Processing of Trash, all on the terms and conditions provided therein.

M. The County and the Company replaced the 1991 Management Agreement (as amended prior to the date of the 1996 Management Agreement) in its entirety by amending and restating it on the terms and conditions set forth in the Third Amended and Restated Operations and Management Agreement dated as of September 1, 1996 between the County and the Company (the "1996 Management Agreement").

N. The 1996 Management Agreement was amended on two occasions for the purposes of, inter alia, setting forth revised terms and conditions for the Delivery, Processing, handling and disposal of Solid Waste and Residue and the Tipping Fees and other amounts to be paid in connection therewith, and the County and the Company entered into three letter agreements (collectively, the "Prior Letter Agreements") to set forth their mutual understanding with respect to certain provisions of the 1996 Management Agreement.

O. The County, the Company and Covanta Energy Corporation, a Delaware corporation ("Covanta"), entered into a letter agreement dated January 28, 2010, a copy of which is attached as Appendix H to the Existing Agreement (the "2010 Letter Agreement"), relating to the transfer of the direct or indirect equity interests in the Company to Covanta or one of its subsidiaries. The 2010 Letter Agreement provided that the County and the Company would amend the 1996 Management Agreement to incorporate the terms of the Prior Letter Agreements, as well as certain additional provisions set forth in the 2010 Letter Agreement.

P. In connection with the closing of the transfer of the equity interests in the Company, Covanta Holding Corporation, a Delaware corporation (the "Guarantor"), executed and delivered to the County that certain Guarantee dated February 1, 2010, a copy of which is attached as Appendix I to this Agreement, in replacement of the Prior Guarantee.

Q. In accordance with the 2010 Letter Agreement, the County and the Company entered into the Existing Agreement on July 27, 2012 effective as of October 1, 2009.

R. On December 31, 2014, the Company converted its legal form from a Florida limited partnership to a Florida limited liability company.

S. The County and the Company now desire to replace the Existing Agreement in its entirety by amending and restating it on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the promises and obligations contained in this Agreement, the County and the Company, intending to be legally bound, agree that the Existing Agreement is hereby amended and restated in its entirety as follows:

Article I

DEFINITIONS

1.1 Definitions. The following words and expressions (or pronouns used in their stead) shall, wherever they appear in this Agreement or the Appendices, be construed as follows:

"Accept", "Acceptance", "Accepted" and "Accepting" shall mean the receipt by the Company of Solid Waste Delivered to the Facility (i) for Trash, in the Trash pit or on the Trash Tipping Floor; and (ii) or Garbage, in the Garbage pit or, if the Garbage pit is full, on the Garbage Tipping Floor; or (iii) for Trash and Garbage, at any other mutually agreed upon receiving area on the Site which is in compliance with all applicable regulations.

"Actual Energy Produced" shall mean the amount of kWh/klbs of steam produced by the Facility during any Annual Period during the Term. Actual Energy Produced shall be measured utilizing the sum of the Facility distributed control system tag identifiers for each boiler. Actual Energy Produced during any Annual Period shall equal the net kWh exported by the Facility during such Annual Period, as measured and reconciled at the FPL meter located at the Doral electrical substation, divided by the Total Steam Produced during such Annual Period. Steam flow transmitters and compensating steam pressure and temperature transmitters are calibrated by the Company in accordance with its Tech Standard TS301-23 14.7A.

"Additional Improvements" shall mean the additional improvements to the Facility relating to the upgrading of the storm water run-off management system, the sanitary sewer system and an odor control system, listed in Appendix C-2 to the Existing Agreement (the description of which is set forth in Appendix D-2 to the Existing Agreement) which the Company financed, designed, engineered, permitted, acquired, constructed, installed and tested pursuant to the terms of the 1996 Management Agreement and which the Company is obligated to operate, maintain and manage pursuant to the terms of this Agreement in compliance with all applicable regulations.

"Affiliate" shall mean any business entity directly or indirectly controlled by, controlling or under the common control of the Company, or in which the Company has a financial interest.

"Agreement" shall mean this Fifth Amended and Restated Operations and Management Agreement, as amended, modified, supplemented or restated from time to time, together with the Appendices attached to this Agreement.

"Anaerobic Digestion" shall mean a series of biological processes in which microorganisms break down biodegradable material in the absence of oxygen.

"Annual" or "Annual Period" shall mean from October 1st of each year to September 30th of the next year.

"Annual Certificate" shall have the meaning set forth in Section 3.12(a).

"Annual Energy Guarantee" shall mean the minimum amount of kWh/klbs of steam to be produced by the Facility during each Annual Period during the Term. For each Annual Period during the Term, the Annual Energy Guarantee shall be applicable for the entire Annual Period (i.e., October 1st through the following September 30th). The initial Annual Energy Guarantee (applicable during the Annual Period from October 1, 2022 through September 30, 2023) shall be 61.56 kWh/klbs steam. The Annual Energy Guarantee shall be reduced on October 1, 2023 and on each subsequent October 1st during the Term by multiplying the Annual Energy Guarantee in effect for the immediately preceding Annual Period by 0.985, and rounding to two (2) digits after the decimal point. For example, the Annual Energy Guarantee will be reduced on October 1, 2023 to 60.64 kWh/klbs steam (i.e., 61.56 x 0.985 = 60.64), and the Annual Energy Guarantee will be further reduced on October 1, 2024 to 59.73 kWh/klbs steam (i.e., 60.64 x 0.985 = 59.73). The Annual Energy Guarantee to be in effect for each Annual Period through September 30, 2032 is set forth on Appendix G.

"Annual On-Site Waste Guaranteed Tonnage" shall mean the minimum quantity of On-Site Waste to be Delivered by the County to the Company in any Annual Period pursuant to Sections 6.3 and 6.4, as adjusted pursuant to the provisions of this Agreement. In all events, the Annual On-Site Waste Guaranteed Tonnage shall equal the Annual On-Site Waste Processing Guarantee, except when the Annual On-Site Waste Processing Guarantee is reduced in accordance with the last sentence of Section 6.11.

"Annual On-Site Waste Processing Guarantee" shall mean the minimum number of Tons of On-Site Waste that the Facility shall be required to Process in each Annual Period, which shall be 972,000 Tons per Annual Period, as adjusted pursuant to the provisions of this Agreement. In all events, the Annual On-Site Waste Processing Guarantee shall equal the Annual On-Site Waste Guaranteed Tonnage, except when the Annual On-Site Waste Processing Guarantee is reduced in accordance with the last sentence of Section 6.11.

"Appendix" shall mean each Appendix attached to this Agreement, as amended, modified or supplemented from time to time in accordance with the provisions of this Agreement.

"AQCS" shall mean the Air Quality Control System described in Section J of Appendix D-1 to the Existing Agreement, as revised in accordance with the provisions of this Agreement.

"Ash" shall mean the solid by-product of incineration of RDF and the solid by-product from the water treatment system.

"Bankruptcy Code" shall mean the Bankruptcy Code of 1978, as amended.

"Board of County Commissioners" and "Board" shall mean the Board of County Commissioners of Miami-Dade County, which is the governing body of the County.

"Bond Engineer" shall mean a consulting engineer selected by the County to perform the services of the Bond Engineer required by this Agreement.

"Capital Improvements" shall mean those capital improvements to the Facility listed in Appendix C to the Existing Agreement (the description of which is set forth in as Appendix D to the Existing Agreement) which the Company has financed, designed, engineered, acquired, constructed, installed, started-up, tested and warranted pursuant to the terms of the 1987 Management Agreement and which the Company is obligated to operate, maintain and manage pursuant to the terms of this Agreement.

"Capital Maintenance Costs" shall mean all improvements, equipment, parts and supplies that have a cost in excess of $75,000 and a useful life of three (3) years or more.

"Capital Projects" shall mean the collective reference to the capital improvements comprising the Additional Improvements, the Retrofit and the Recyclable Trash Improvements which the Company has financed, designed, engineered, permitted, acquired, constructed, installed, started-up, tested and warranted pursuant to the terms of the 1996 Management Agreement and which the Company is obligated to operate, maintain and manage pursuant to the terms of this Agreement.

"Change in Law" shall mean (i) the adoption, enactment, promulgation, issuance, modification, reversal or change in interpretation, after December 20, 1990, of any statute, law, constitution, charter, act, ordinance, code, regulation, rule, administrative policy, requirement, order, decree, judgment, ruling, or other legislative or administrative action of the United States of America, the State of Florida, the County or any agency, instrumentality, department, authority or political subdivision thereof, having regulatory jurisdiction over the construction or the operation and maintenance of the Facility to the extent that the effect of any such adoption, enactment, promulgation, issuance, modification, reversal or change in interpretation imposes requirements applicable to the operation and maintenance of the Facility or the construction and installation of the Capital Projects which are materially more burdensome than the most stringent requirements imposed by any statute, law, constitution, charter, act, ordinance, code, regulation, rule, administrative policy, requirement, order, decree, judgment, ruling or other legislative or administrative action applicable after December 20, 1990 with regard to the operation and maintenance of the Facility or the construction and installation of the Capital Projects provided that such change is significant and material and does not seek merely to enforce a requirement previously in effect; or (ii) the suspension, termination, interruption, denial, failure to renew or imposition of conditions not previously imposed with respect to the issuance of any permit, license, consent or authorization binding on the County or the Company which is not caused by the Company's failure to comply with the rules, regulations or requirements of such permit, license, consent or authorization in connection with the design, construction or operation of the Facility or the Capital Projects, having a material adverse effect on the performance of any of the obligations of the County or the Company hereunder, with respect to the design, construction and operation of the Facility or the Capital Projects pursuant to this Agreement or of any other obligation of a party pursuant to this Agreement, and occurs subsequent to December 20, 1990; provided that such adoption, enactment, promulgation, issuance, modification, reversal or change in interpretation referred to in clause (i) above or such suspension, termination, interruption, denial, failure to renew or imposition of conditions referred to in clause (ii) above has not been caused by, nor contributed to by, and is beyond the reasonable

control of, the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement.

"Clean Tires" shall mean tires which are reasonably dry and generally free of rims, mud, rock, sand, lime and other foreign material which hinders processing and which tires do not otherwise constitute Non-Processable Waste.

"Code" shall have the meaning set forth in Section 3.3.6.

"Combined Residue/Rejects Guarantee" shall mean (i) for any Annual Period in which the amount of Net Trash Delivered is less than or equal to 240,000 Tons, 35.7% of the sum of (a) all On-Site Waste (including Excess On-Site Waste) Accepted for Processing during such Annual Period, plus (b) all Clean Tires and Unclean Tires Accepted by the Company during such Annual Period, plus (c) all Reject Overs and Rejects Processed as On-Site Waste during such Annual Period in accordance with Section 6.14(g), minus (d) all Non-Processable Waste returned by the Company to the County during such Annual Period, and (ii) for any Annual Period in which the amount of Net Trash Delivered is greater than 240,000 Tons, then "35.7%" in clause (i) of this definition shall be increased by 0.0000199% for each Ton of Net Trash Delivered in excess of 240,000 Tons. For example, if the amount of Net Trash Delivered in an Annual Period is 250,000 Tons, then the Combined Residue/Rejects Guarantee for such Annual Period will be 35.899% (i.e., 250,000 - 240,000 = 10,000 x 0.0000199% = 0.199% + 35.7% = 35.899%).

"Company" shall mean Covanta Dade Renewable Energy, LLC, a Florida limited liability company formerly known as Covanta Dade Renewable Energy Ltd. and Montenay-Dade, Ltd., and its permitted successors and permitted assigns.

"Company Event of Default" shall mean any Event of Default under Section 11.1.

"Company-Funded Improvements" shall mean fuel-feed surge bins, a ferrous ramp and additional improvements agreed upon by the County and the Company which were installed by the Company pursuant to the Exiting Agreement.

"Company Liens" shall mean any lien on the Facility either (i) created or granted by the Company or (ii) resulting from lawful claims against the Company.

"Composting" shall mean the biological decomposition or decay of organic wastes under controlled conditions.

"Consent Order" shall mean that Order dated July 18, 1986, entered in the action denominated State of Florida Department of Environmental Regulation v. Resources Recovery (Dade County), Inc. and Metropolitan Dade County, in Circuit Court Case No. 85-10252.

"Consumer Price Index" shall mean the Consumer Price Index ("CPI-U"), South Region, published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is revised or discontinued, a comparable index mutually acceptable to the Company and the County shall be substituted.

"Contract" or "Contract Documents" shall mean this Agreement, including written amendments, if any, Plans and Specifications, Shop Drawings, and the following Appendices:

Appendices	A, A-1, A-2, A-3	[omitted]
Appendices	B, B-1, B-2, B-3	[omitted]
Appendices	C, C-1, C-2, C-3	[omitted]
Appendices	D, D-1, D-2, D-3	[omitted]
Appendix	E	Site and Facility Legal Description
Appendix	F	Affidavit
Appendix	G	Annual Energy Guarantee
Appendix	H	[omitted]
Appendix	I	Guarantee
Appendix	J	[omitted]
Appendix	K	Generator Owner (GO) / Generator Operator (GOP) Obligation Matrix
Appendix	L	U.S. EPA Waste Management Hierarchy (2022)

The appendices listed above marked as "[omitted]" were attached to the Existing Agreement and have been deleted from this Agreement. The appendices marked as "[omitted]" are not a part of this Agreement and, from and after the Effective Date of this Agreement, have no further force or effect on the County or the Company. References in this Agreement to appendices to the Existing Agreement that have been deleted are for historical purposes only, and such appendices no longer have any binding effect on the parties.

"Contractor" shall mean a Person, including the Company, an Affiliate or their employees, which directly or indirectly contracts with the Company to provide labor, services, materials, supplies or equipment for performance of the Work. Such term shall include, but not be limited to, subcontractors and vendors.

"Cost Substantiation" shall mean, with respect to any cost or expense incurred by the Company and reimbursable by the County pursuant to the terms of this Agreement, a certificate signed by the Company's Facility asset manager or a Company employee with an equivalent title with respect to Direct Costs incurred by the Company, stating the reason for incurring such Direct Cost, the amount of such Direct Cost, and the event or Section under this Agreement giving rise to the Company's right to incur such Direct Cost and that such Direct Cost is a reasonable cost for the service provided or materials supplied (it being understood that such services or materials may be provided or supplied by an Affiliate). With respect to Direct Costs incurred by the Company, the amount shall be increased to provide for the payment of a mark-up or fee to compensate the Company for its administration of such items only when expressly authorized pursuant to the terms of this Agreement, which mark-up or fee, when applicable, shall be ten percent (10%) of clause (a) only of the definition of Direct Costs. Any certification provided by the Company's Facility asset manager or other Company employee with an equivalent title shall include copies of all invoices or charges, together with any additional documentation of such costs or expenses incurred which are necessary, in accordance with generally accepted accounting principles, to verify the amount of such costs and expenses and to demonstrate the basis for the amount claimed.

"County" shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida formerly known as Metropolitan Dade County, Florida, and its permitted successors and permitted assigns.

"County Event of Default" shall mean any Event of Default under Section 11.2.

"County Facilities" shall mean the Scalehouse, MDWASD Improvements and that portion of the Site comprising the Landfill and the stormwater management system outside the Facility.

"Covanta" shall have the meaning set forth in Recital O.

"Day" and "day" shall mean the period of time commencing at 12:00 a.m. and terminating at 12:00 midnight on each calendar day.

"Deliver", "Delivery", "Delivered", and "Delivering" shall mean the transportation of Solid Waste to the Facility and the depositing of it (i) for Trash, in the Trash pit or on the Trash Tipping Floor; or (ii) for Garbage, in the Garbage pit or, if the Garbage pit is full, on the Garbage Tipping Floor; or (iii) for Trash and Garbage, any mutually agreed upon delivery area on the Site which is in compliance with the applicable regulations.

"Direct Costs" shall mean, in connection with any cost or expense incurred by the Company, the sum of (a) the costs of the Company's payroll directly related to the performance of any obligation of the Company pursuant to the terms of this Agreement, consisting of compensation and fringe benefits, including vacation, sick leave, holidays, retirement, worker's compensation insurance and employer's liability insurance, federal and state unemployment taxes and all medical and health insurance benefits, plus (b) the product of (i) (A) payments of reasonable costs to subcontractors necessary to and in connection with the performance of the Company's obligations which may encompass costs of design and engineering (Including costs for the Company's in-house engineering at agreed upon rates), plus (B) the costs of equipment, materials, direct rental costs and supplies purchased by the Company [equipment manufactured or furnished by, and services, materials and supplies furnished by, the Company or its Affiliates shall be considered purchased equipment, materials, services or supplies at their actual cost, provided such cost is an arm's length fair market value cost], times (ii) 1.10, plus (c) subject to applicable law, the actual costs of travel and subsistence reasonably incurred by any employee of the Company.

"Disposal Charge" shall mean the "Contract" Disposal Fee set forth in the County's administrative order establishing Disposal Fees.

"Disposal Fees" shall mean the Solid Waste Disposal Fees charged by the County for disposal of Solid Waste delivered to any of the County's disposal facilities.

"Effective Date" shall mean October 1, 2022.

"Electric Generating Facility" shall mean that portion of the Facility which converts steam into electric energy.

"Energy Revenues" shall have the meaning set forth in Section 7.2.1.

"Environmental Attribute" shall mean, including but not limited to, any existing or any future credit, benefit, emissions reduction, fuel or air quality credit, or emissions reduction credit, offset, or allowance, or other tradable and transferable indicia, howsoever entitled, named, registered, created, measured, allocated, validated, hereafter recognized or deemed of value (or both) by any person or entity, including any business, governmental or other entity, representing any measurable and verifiable aspect, claim, characteristic or benefit identified, attributed to, or associated with the direct or indirect avoidance of the use or emission of any gas, chemical, particulate matter, soot, or other substance, soil, water, air quality, environmental characteristic, or as otherwise defined by any authority attributable to the Facility or any third party source or to any energy produced by same during the Term, including one or more of the following: nitrogen oxide (NO_x), sulfur oxide (SO_x), carbon monoxide (CO), carbon dioxide (CO_2), mercury (Hg), methane (CH_4) and any other greenhouse gas or chemical compound. Environmental Attribute shall include any other items referred to in the industry as an Environmental Attribute.

"Environmental Laws" shall mean all applicable laws, ordinances, orders, resolutions, rules or regulations relating to the environment issued or enacted by any governmental authority with jurisdiction over the Facility or the Site.

"Event of Default" shall mean any of the Events of Default set forth in Section 11.1 or Section 11.2.

"Excess On-Site Waste" shall mean On-Site Waste Accepted by the Company in excess of the Annual On-Site Waste Processing Guarantee.

"Existing Agreement" shall have the meaning set forth in the Preamble of this Agreement.

"Facility" shall mean the structures, improvements, fixtures, equipment and appurtenances now or hereafter located on the approximately 40 acre portion of the Site, and comprising the Solid Waste disposal facility and Electric Generating Facility and any fixtures and improvements thereto, including the Capital Improvements and the Capital Projects, which are owned by the County and which are to be operated, managed and maintained by the Company pursuant to this Agreement (but excluding the County Facilities).

"Facility Shut-Down" shall mean the inability or failure of the Facility to Accept and Process any Solid Waste in accordance with the provisions of this Agreement for 30 consecutive Days except as a result of an Uncontrollable Circumstance, Change in Law or County Event of Default; provided, however, in the event the Company delivers a Notice to the County stating that it is physically abandoning the Facility, a Facility Shut-Down shall mean the Day after the Company physically abandons the Facility.

"Firm Energy" shall mean that energy generated by the Electric Generating Facility which is sold to a third party pursuant to a contract providing for a guaranteed level of energy to be supplied.

"Garbage" shall mean: (i) waste which is typically collected as part of residential collection services; (ii) waste which includes kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food material; or (iii) mixed loads of Garbage and Trash.

"Garbage Tipping Floor" shall mean that area of the Garbage storage building upon which (i) Garbage Delivered to the Facility is deposited prior to being placed in the Garbage storage pit, (ii) vehicles Delivering Garbage maneuver into position to deposit such Garbage and (iii) such vehicles travel to exit the Garbage storage building.

"GP" shall have the meaning set forth in Recital B.

"Guarantee" shall mean the guarantee attached in the form of Appendix I.

"Guarantor" Shall have the meaning set forth in Recital P.

"Hazardous Waste" shall mean any of the following substances Delivered to the Facility in a distinguishable form: (i) radioactive, toxic, pathological, biological and other hazardous wastes which according to applicable federal, state or local laws, statutes, rules, ordinances or regulations now or hereafter in effect require special handling in their collection, treatment, storage or disposal; (ii) asbestos, petroleum based products and human remains; or (iii) explosives and hazardous chemicals which are likely to cause damage or adversely affect the operation of the Facility or the ability of the Company to perform its obligations under this Agreement.

"Higher Heating Value" shall mean the Btu content or specific higher heating value of RDF derived from On-Site Waste, as determined by using the combustion system of the Facility as a calorimeter in accordance with a method to be agreed upon by the County and the Company.

"Incentive Fee" shall have the meaning set forth in Section 7.1.4(a).

"Indemnified Company Party" shall mean each of the Company, the Guarantor and the GP and their respective officers, directors, agents, servants and employees.

"Indemnified County Party" shall mean each of the County and the Bond Engineer, and their respective officers, directors, agents, servants and employees.

"Inventory" shall mean spare equipment, useful parts, supplies, mobile equipment and consumables used for the Facility's operation and maintenance, but excluding Rolling Stock and tools.

"Landfill" shall mean the area designated by the County pursuant to this Agreement for the disposal of Ash.

"Letter of Credit" shall mean the Letter of Credit delivered by the Company to the County pursuant to Section 10.10.1. For the avoidance of doubt, the capitalized term "Letter of Credit" does not refer to any letter of credit delivered pursuant to Section 3.2 or Section 3.12.(b).

"Mayor" shall mean the Mayor of the County.

"MDWASD Improvements" shall mean each of the improvements located on the Site or at the Facility installed by, or under the control of, the County's Water and Sewer Department, except for the gravity sewer line delivering wastewater from the Facility to the lift station.

"Metals Processing Equipment" shall have the meaning set forth in Section 4.5.2

"MIC" shall have the meaning set forth in Recital B.

"Month" or "Monthly Period" shall mean a calendar month.

"Net Trash Delivered" shall mean, for any Annual Period, an amount equal to 100% of the Tons of Trash (including Trash constituting Excess On-Site

Waste) Accepted for Processing during such Annual Period. Net Trash Delivered does not include Non-Processible Waste Delivered to the Facility.

"1985 Management Agreement" shall have the meaning set forth in Recital B.

"1987 Management Agreement" shall have the meaning set forth in Recital E.

"1990 Management Agreement" shall have the meaning set forth in Recital I.

"1991 Management Agreement" shall have the meaning set forth in Recital I.

"1996 Management Agreement" shall have the meaning set forth in Recital M.

"Non-Energy Attribute" shall mean any Environmental Attribute or any Renewable Energy Credit.

"Non-Processable Waste" shall mean waste materials contained in the Garbage and Trash waste streams that are likely to cause damage to the Facility, including its machinery, or impede production if Accepted for Processing, including, but not limited to: (i) liquid and gaseous waste, pressure vessels containing unknown liquids, solids or gases, gasoline tanks or cans, explosive or volatile materials such as paint thinners, cleaning agents, alcohol, gun powder, ammunition and any refuse that displays the same fire or explosion potential as above, (ii) concrete and other construction material and demolition debris, (iii) large items of machinery and equipment, including motor vehicle drive line components, trailers, agricultural equipment and marine vessels, (iv) machinery parts such as hydraulic pumps, gear reducers, steel shafts and gears, (v) steel plates, steel piping and bar stock, (vi) large appliances or white goods such as refrigerators, freezers and stoves; large pieces of household or office furniture such as sofas, reclining chairs, metal desks and mattresses; large vegetative debris items such as sections of tree trunks or branches larger than eight (8) inches in diameter or longer than six (6) feet, or similar items to those mentioned above, (vii) steel cable, wire rope, banding material or electrical transmitting wire in a bale or coil, which bale or coil is in excess of three (3) feet in length or three (3) feet in diameter, (viii) large bolts, bales or rolls of heavy vinyl, paper, textiles or clothing, nylon strapping or belts, cargo nets and fire hoses, or similar items, (ix) incinerator or other process residues, animal waste, sludge and

manure, (x) tires which are aircraft-type tires and (xi) tires which are greater than 48 inches in diameter.

"Notice" shall mean a written notice complying with the requirements of Section 15.3.

"On-Site Waste" shall mean Garbage and Trash.

"Operating Reports" shall mean the Operating Reports referred to in Section 3.3.2 prepared by the Company relating to operation, maintenance and repair of the Facility.

"Pass Through Costs" shall have the meaning set forth in Section 7.1.2.

"Person" shall mean any individual or entity, including, without limitation, any corporation, business trust or partnership.

"Pharmaceutical Collection and Destruction" shall mean the controlled collection of post-consumer pharmaceuticals, including associated packaging, transportation to, and assured final disposition in a waste to energy facility regulated by the U.S. EPA as a municipal waste combustor or in a hazardous waste incinerator.

"Plans and Specifications" shall mean: (i) with respect to the Capital Improvements, the plans and specifications applicable to the Capital Improvements as described in Appendix D to the Existing Agreement and as hereafter provided to the County by the Company; (ii) with respect to the Retrofit, the plans and specifications applicable to the Retrofit as described in Appendix D-1 to the Existing Agreement and as hereafter provided to the County by the Company; (iii) with respect to the Additional Improvements, the plans and specifications applicable to the Additional Improvements as described in Appendix D-2 to the Existing Agreement and as hereafter provided to the County by the Company; and (iv) with respect to the Recyclable Trash Improvements, the plans and specifications applicable to the Recyclable Trash Improvements as described in Appendix D-3 to the Existing Agreement and as hereafter provided to the County by the Company; all as adjusted pursuant to Section 13.2.

"Prior Guarantee" shall have the meaning set forth in Recital K.

"Prior Letter Agreements" shall have the meaning set forth in Recital N.

"Process", "Processed" and "Processing" shall mean with respect to On-Site Waste, the method by which: (i) Recovered Materials are separated from On-Site Waste, either before or after shredding and disposal, other than by return to the County; (ii) Non-Processable Wastes and Rejects are separated from On-Site Waste for disposal by the County or as directed by the County; (iii) the remainder of such On-Site Waste is either shredded and burned as RDF or is disposed of by mutual consent of the Company and the County so long as it is not disposed of in a County-owned landfill other than with the consent of, or at the direction of, the County; and (iv) steam is produced therefrom which is used by the Electric Generating Facility to generate electricity for use by the Facility and for sale to third parties or for use by the County or the steam is condensed and the condensate is recycled.

"Qualifying Facility" shall mean a small power production facility meeting all of the requirements for a "qualifying small power production facility" set forth in the Public Utility Regulatory Policies Act of 1978, as amended from time to time, and in Part 292 of the rules and regulations of the Federal Energy Regulatory Commission (or any successor thereto) thereunder and by the applicable Florida Public Service Commission rules.

"RDF" shall mean refuse-derived fuel.

"Recovered Materials" shall mean all materials which are removed from Accepted Solid Waste at the Facility and which are sold, reused or otherwise not returned to the County for disposal at a landfill.

"Recyclable Trash Improvements" shall mean the improvements to the Facility which allow the Facility to Process Trash and produce RDF.

"Rejects" shall mean material which is not suitable for use as RDF and which, except as provided in Section 6.14(g), is returned by the Company to the County for disposal, excluding Non-Processable Waste, Hazardous Waste and tires. Tires commingled with Trash Delivered to the Facility shall count toward the County's Annual On-Site Waste Guaranteed Tonnage and shall be processed by the Company in accordance with Section 4.12.2. The Company shall be paid the Tires Tipping Fee for processing such tires.

"Reject Overs" shall mean the material that constitutes a portion of the Rejects and that is Processed through the Recyclable Trash Improvements, which exits the secondary trommel and is conveyed to the bunker area of the Facility.

"Rejected Loads" shall mean individual truckloads of Solid Waste the majority of which (i.e., more than 50% by volume) consists of Non-Processable Waste or Hazardous Waste.

"Renewable Energy Credit" shall mean any existing or any future credit, benefit, renewable energy certificate, green-tag, or other tradable and transferable indicia, howsoever entitled, named, registered, created, measured, allocated, validated, hereafter recognized or deemed of value (or both) by any person or entity, including any person, business, governmental or other entity, representing any measurable and verifiable aspect, claim, characteristic or benefit identified, attributed to, or associated with the generation, purchase, sale, delivery or use of a quantity of electric energy by the Facility or any third party source during the Term that (a) corresponds to the displacement of an equal quantity of electric energy calculated in MWh from conventional fossil fuel generation resources or (b) represents or is recognized by any person or entity, including any business, governmental or other entity as representing, an equal quantity of renewable, green, sustainable or similarly described electrical energy, that in either case (a) or (b), could qualify or does qualify for application toward compliance with any local, state, federal, regional or international renewable energy portfolio standard or could be sold or transferred in any voluntary market for renewable energy credits or supplies.

"Residue" shall mean Ash, Unders and other material resulting from Processing, including soil, dirt, sand, grit and small organics which are removed from Trash (other than Residue which is sold, reused or otherwise not returned by the Company to a County-owned landfill and Non-Processable Waste).

"Retrofit" shall mean the retrofit of the Facility with the AQCS, in accordance with the provisions of Appendices A-1, B-1, C-1 and D-1 to the Existing Agreement.

"Rolling Stock" shall mean vehicles (both on-the-road and off-the-road) owned by the Company used in the operation and maintenance of the Facility.

"Scalehouse" shall mean the equipment and structures used by the County to weigh incoming and outgoing vehicles at the Facility.

"Schedule of Estimated Weights and Values" shall mean the schedule of estimated weights filed pursuant to Section 15-25 of the Code of Miami-Dade County, as the same is amended from time to time.

"Scrubbers" shall mean the air pollution control devices constituting a portion of the Retrofit and otherwise more specifically described in Part J of Appendix D-1 to the Existing Agreement.

"Semi-Monthly Period" shall mean, as applicable, either the 15 Day period from the first Day of any Month through the 15th Day of the same Month, or the period from the 16th Day of any Month through the last Day of the same Month.

"Service Fee" shall have the meaning set forth in Section 7.1.

"Shop Drawings" or "Drawings" shall mean all drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Company, a Contractor, a manufacturer, a supplier or distributor, and which generally specify the equipment, material or some portion of the Work.

"Site" shall mean that certain real property located in Miami-Dade County, Florida the legal description of which is set forth in Appendix E.

"Solid Waste" shall mean all residential, governmental, commercial and industrial waste and refuse of the type collected and disposed of in the County, including those small amounts of Non-Processable Waste and Hazardous Waste found within the normal waste and refuse stream of the County, and including On-Site Waste (consisting of Garbage and Trash).

"Specialty Waste" shall mean non-hazardous commercial and industrial solid waste, the disposal of which requires special handling.

"Stockpile" or "Stockpiling" shall mean causing or suffering accumulations of (i) Garbage on the Garbage Tipping Floor or (ii) Trash on the Trash Tipping Floor, the entirety of which cannot be placed in the Garbage storage pit or the Trash storage pit or the Trash Separation Floor, as applicable, within one (1) hour of an oral or written request by the County to clear the Garbage Tipping Floor or the Trash Tipping Floor.

"Term" shall have the meaning set forth in Section 2.1.

"Tires Tipping Fee" shall mean the tipping fee described in Section 7.1.3, as adjusted pursuant to Section 7.1.6 and Section 7.1.3.

"Ton" shall mean 2,000 pounds avoirdupois, or 0.907 metric tons (also known as a "short ton").

"Total Steam Produced" shall mean the sum of the klbs of steam produced by each of the four (4) boilers at the Facility during any Annual Period.

"Trash" shall mean waste which is typically collected as part of trash or bulky waste collection service or originating at County neighborhood Trash & Recycling Centers.

"Trash Non-Processables Guarantee" shall mean an amount of Non-Processable Waste which is segregated by the Company from Trash for removal by the County, the amount of which shall not exceed six percent (6%) of all Trash Accepted for Processing at the Facility.

"Trash Separation Floor" shall mean that area within the Trash storage building upon which Trash is placed for the purpose of separating out reject materials prior to its placement in the Trash storage pit.

"Trash Tipping Floor" shall mean that area of the Trash storage building upon which Trash Delivered to the Facility is deposited prior to being placed in the Trash storage pit or being pushed to the Trash Separation Floor.

"2010 Letter Agreement" shall have the meaning set forth in Recital O.

"Unclean Tires" shall mean any tires (other than tires which constitute Non-Processable Waste) which are not Clean Tires.

"Uncontrollable Circumstance" shall mean:

(i) an act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, drought, flood, sabotage or similar occurrence, national emergency, epidemic, pandemic, acts of a public enemy, cyber-attack, extortion, war, embargo, blockade or insurrection, riot or civil disturbance or demonstration, a strike on the part of Persons other than the County's employees where the County can demonstrate that it cannot provide an acceptable substitute, a strike on the part of third-party contractors, subcontractors, materialmen, suppliers or their subcontractors other than the Company's and Affiliates' employees where the Company can demonstrate that it cannot provide an acceptable substitute, or labor shortage experienced by the Company resulting from one or more mandates imposed by applicable law;

(ii) the delay, failure to issue or failure to renew, or the suspension, termination or interruption of, any permit, license, consent, authorization or approval necessary for the acquisition, design, construction, installation, equipping, start-up

or testing of the Capital Projects, or the management, operation, maintenance or possession of the Facility, provided, however, that as a condition precedent to a party's reliance on an Uncontrollable Circumstance, the party shall make payment of all penalties required to be paid immediately and shall comply with any preliminary injunctive relief granted with respect to the acts or omissions of the party relying thereon during any period of contesting in good faith;

(iii) the failure of any appropriate federal, state, county or city public agency or private utility having operational jurisdiction in the area in which the Facility is located, to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Site which are required for and essential for operation of the Facility;

(iv) the condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Facility, the Site, the County Facilities or any material portion or part thereof by the action of any federal, state or local government or governmental agency or authority;

(v) until the installation by the Company and acceptance by the County of a dump condenser or a similar system, shortages or interruptions at the Electric Generating Facility lasting more than five (5) Working Days on a continuous basis other than one caused by the Company's failure to properly maintain and operate the Electric Generating Facility in accordance with customary operating practices, but after such installation and acceptance, this shall no longer be considered an Uncontrollable Circumstance;

(vi) the entry of a valid and enforceable injunctive or restraining order or judgment of any federal or state administrative agency or governmental officer or body (specifically excluding the decisions of any courts interpreting tax laws), having jurisdiction thereof if such order or judgment is not the result of the negligent or willful act, or failure to act, of the non-performing party (the contesting in good faith of any order or judgment shall not constitute or be construed as a willful or negligent act);

(vii) discovery at the Site of any archaeological find of significance, or any Hazardous Waste or other adverse subsurface condition existing at the Site prior to June 20, 1985 or any Hazardous Waste that has migrated to the Site; or

(viii) discovery of underground utilities on the Site which are not shown on record drawings; provided, however, that Uncontrollable Circumstance shall not be deemed to include any act, event or condition not described in subparagraphs (i) through (viii) above, or any act, event or condition described therein

over which a party relying thereon (including any third party for whose performance such party is responsible) reasonably has influence or control and is not the result of a willful or a negligent action or omission of the party relying thereon or its agents, representatives, employees or subcontractors; provided such exclusion shall not apply to a third-party with respect to cyber-attacks to the extent such third-party is employing commercially reasonable preventative measures. Among other things, Uncontrollable Circumstance shall not include: (a) any act, event or condition arising out of labor difficulties or labor shortages of the Company or its Affiliates or the County, except as otherwise provided above; (b) the acts or omissions of third-party contractors, materialmen or suppliers or their subcontractors who are under contract to fulfill any obligations in furtherance of or pursuant to the operation and maintenance of the Facility; (c) any explosion or fire within the Facility subject, however, to the provisions of Section 5.15; or (d) any judicial or administrative order directing compliance with environmental requirements which requirements were in existence as of October 20, 1987 for the Capital Improvements and as of December 20, 1990 with respect to the Capital Projects.

"Unders" shall mean the residue product of the Garbage Processing system.

"Waste Management Agreement" shall mean the waste disposal agreement between the County and Waste Management Inc. of Florida dated July 31, 1998.

"Waste Management Hierarchy" shall have the meaning set forth in Section 6.4.2.

"Weekly Period" or "Week" shall mean the period of time commencing at 12:00 a.m. on Monday and terminating at 12:00 midnight on the following Sunday.

"Work" shall mean with respect to the Retrofit, the Additional Improvements and the Recyclable Trash Improvements, the specific undertakings of the Company required by this Agreement for the design, engineering, acquisition, construction, installation, permitting, start-up, testing and warranting of the Retrofit, the Additional Improvements and the Recyclable Trash Improvements as described in Appendices D-1, D-2 and D-3 to the Existing Agreement, respectively.

"Working Day" shall mean any day from Monday through Friday, except for holidays observed by the County.

"Zero Waste" shall mean efforts to reduce Solid Waste generation to nothing, or as close to nothing as possible, by minimizing excess consumption and maximizing the recovery of Solid Wastes through Recycling and Composting.

1.2 Interpretation. In this Agreement the singular includes the plural and the plural includes the singular; words importing any gender include all other genders; references to statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, facsimile reproduction, electronic reproduction (e.g., PDF file), email and other means of reproducing words in a tangible or electronic visible form; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to recitals, articles, sections (or subdivisions of sections), appendices, exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached to such agreements or other contractual instruments and all amendments, supplements and other modifications to such agreements or other contractual instruments, but only to the extent such amendments, supplements and other modifications are not prohibited by the terms of this Agreement; and references to Persons include their respective permitted successors and assigns and, in the case of Persons acting on behalf of any governmental authority or agency, Persons succeeding to their respective functions and capacities.

Article II

TERM

2.1 Term. Unless otherwise terminated in accordance with the provisions of this Agreement, the Term of this Agreement shall commence as of 12:01 A.M. on October 1, 2022 and expire at midnight on September 30, 2027. The Term shall be automatically extended for a five-year renewal term (until September 30, 2032) unless either the County or the Company delivers Notice to the other party, at least one (1) year prior to the expiration of the then current term, that the Term shall expire at midnight on September 30, 2027.

Article III

GENERAL OBLIGATIONS OF COMPANY

3.1 Use of the Facility. The Facility shall be used by the Company solely for the operation and maintenance of the Facility in accordance with the provisions of

this Agreement. Except as set forth in Sections 6.14(f), 6.14(h) and 7.6, the Company shall not knowingly use the Facility to Accept Solid Waste generated from any source outside the boundaries of the County (unless expressly approved in writing by the County).

3.2 Guarantee by the Guarantor. The Guarantor has guaranteed all of the obligations of the Company to the County under this Agreement pursuant to the Guarantee executed in favor of the County on February 1, 2010. At the Company's election, the Company may substitute for the Guarantee a letter of credit in the amount of $5,000,000 issued by a mutually acceptable financial institution. The letter of credit may be drawn upon by the County in the same circumstances under which the Guarantor is required to make payments to the County under the Guarantee. The amount of the letter of credit shall increase by $1,000,000 on each of the first five (5) anniversaries of its issuance, until the amount of the letter of credit is $10,000,000. Upon the delivery of the $5,000,000 letter of credit to the County, the Guarantee shall be null and void and of no further force or affect, and the County shall mark the original executed Guarantee "cancelled" and return it to the Guarantor.

3.3 Maintenance of and Access to Records.

3.3.1 Location of Documents. The Company shall maintain all books, records, Plans and Specifications, Drawings and other documentation required by this Agreement at the Facility during the Term of this Agreement.

3.3.2 Operating Reports. The Company shall provide monthly Operating Reports to the County. The County, its employees, representatives and agents (including consultants) shall, at all times, have unlimited access (including the right to make copies at the County's expense) to any additional reports regarding the operation, maintenance and repair of the Facility prepared by the Company or by third parties on behalf of the Company. The County shall also have unlimited access (including the right to make copies at the County's expense) to raw operating data and maintenance and repair information, including, but not limited to, operator logs, strip charts, computer printouts and electronically-stored data. The Company shall provide the County information in electronic or hard-copy form, as specified by the County, from currently available data, and, if both parties agree, shall connect the County's computer with the Company's computer to retrieve computerized information electronically.

3.3.3 Technical Information. The Company shall prepare operating and maintenance manuals, capital components replacement schedules, tables of organization containing job descriptions and necessary skills, and such other written

material as may be reasonably necessary for the operation and maintenance of the Facility and which shall be updated by the Company whenever appropriate. The County and the Company shall agree to computerize this information at the County's expense. The County shall, at all times, have full and complete access to this technical information, including the right to own, possess and duplicate the information at the County's expense. It is the intent of the parties that the technical information be sufficiently detailed to enable the County to operate and maintain the Facility in the event that this Agreement is terminated or expires as set forth herein.

3.3.4 Facility Plans and Specifications. The County shall have unlimited access (including the right to make copies at the County's expense) to all Plans and Specifications applicable to the Facility and the Site.

3.3.5 Other Company Records. The County shall have access to all information, records and documents (including consultant or other third party documents) in the possession or control of the Company, relating to the construction of the Capital Improvements and the Capital Projects and to the operation and maintenance of the Facility, other than that information in the possession of the Company relating solely to the Company's financial status, the cost of operating the Facility, the Company's personnel records and intercompany and intracompany correspondence and memoranda which do not refer to or relate to health, safety or environmental issues. Other than as described in this Section 3.3.5, the Company shall have no entitlement to withhold any documents or information from the County which may constitute trade secrets or proprietary information relating to the Work or the Facility. Nothing contained in this Section 3.3.5 shall be construed as a limitation upon any rights of discovery which the County may possess under applicable law or Rules of Civil Procedure in the event of litigation.

3.3.6 Commission Audit, County Audit and County Inspector General. Upon ten (10) days Notice, the Company shall make available to the County, Office of the Inspector General, and/or Commission Auditor for inspection and copying all relevant records and documents in the possession or control of the Company requested in connection with any audit or review of the Company's performance in compliance with the terms and conditions of this Agreement. The Company shall comply with all applicable provisions of the Code of Miami-Dade County, Fla. (the "Code"), including Section 2-1076 of the Code. The Office of the Miami-Dade County Inspector General ("OIG"), has the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. Section 2-1076 of the Code provides that the OIG shall have the power to subpoena witnesses, administer oaths and require the production of records.

3.4 Compliance With All Other Applicable Laws. Except as otherwise provided in Section 3.5 below, the Facility shall be operated and maintained in compliance with all applicable laws (including all Environmental Laws) and the rules and regulations of all public bodies having jurisdiction thereof, including, but not limited to, compliance with the requirements of the South Florida Building Code, the terms and conditions of permits, licenses, approvals and certifications (including the Facility's site certification under the Florida Power Plant Siting Act) applicable to the Facility and the Site, and the terms of the Consent Order, except for paragraphs 5(a) and 5(h) thereof. At its sole expense, the Company shall obtain as and when required all permits and licenses required by any applicable law, ordinance, rule or regulation for any improvements made in accordance with this Agreement to the extent the same are obtainable by the Company; provided, however, that for (i) improvements made as a result of a Change in Law or an Uncontrollable Circumstance and (ii) any other improvements the cost of which is paid for by the County, including Capital Maintenance Costs, the County shall pay for such permits and licenses.

3.5 Compliance with Environmental Laws.

3.5.1 Company Liability. Notwithstanding the provisions of Section 3.4, the Company shall have no liability to the County for any violation of Environmental Laws (nor shall such violation of such Environmental Laws constitute a Company Event of Default or breach of this Agreement) which is attributable to circumstances or events occurring or existing prior to June 20, 1985, including, but not limited to, the oil spill in the oil storage area of the Facility or violations of Environmental Laws which are attributable to the acts or omissions of any Person other than the Company and its agents and employees. From and after October 20, 1987 and throughout the Term of this Agreement, the Facility shall be operated, maintained and repaired in full compliance with all Environmental Laws, the conditions of permits and certifications applicable to the Facility and the Site, and the terms of the Consent Order, except for paragraphs 5(a) and 5(h) thereof.

3.5.2 Company Indemnity. The Company shall be fully and completely responsible, regardless of fault, to the County for any and all liability of the County for and also hereby indemnifies and agrees to hold each Indemnified County Party harmless from, and make whole each such Person from and against, any and all damages, claims, losses, charges, costs or liabilities (including fines, penalties, damages and reasonable attorneys' fees and expenses) contingent or otherwise, of every kind and nature that such Person might sustain or have sustained by reason of or arising out of violations of Environmental Laws arising at the Facility (including violations in connection with the performance of the Work) from July 1, 1988 to the end of the Term attributable to the acts or omissions of the Company and its agents

and employees, or attributable to the failure of the Scrubbers to operate at or above the standards set forth in the Facility's applicable environmental permits, provided, however, that in no event shall the Company be liable to any Indemnified County Party (i) for violations of Environmental Laws caused by the failure to construct a trash storage building until September 30, 1988, (ii) to the extent of violations of Environmental Laws which the Company can establish were caused by (x) the willful or negligent actions or omissions of any Indemnified County Party (including, but not limited to, all Persons transporting to and from the Facility all Solid Waste, Hazardous Waste, Non-Processable Waste, Residue, Ash, Garbage, Trash, Rejects or Unders, whether or not Accepted or Delivered), to the extent of such willful or negligent actions or omissions, or (y) Persons other than the Company and its agents and employees, (iii) for violations of Environmental Laws to the extent attributable to any Ash produced by the Facility or any groundwater contamination or Hazardous Waste identified by an environmental audit to have been caused by any source not located on the portion of the Site under the control of the Company, (iv) for any contamination identified by an environmental audit to have been caused by the 58th Street landfill or the County Facilities, (v) for violations of Environmental Laws to the extent attributable to circumstances or events occurring or existing prior to June 20, 1985, including, but not limited to, the oil spill in the oil storage area of the Facility, and (vi) for violations of Environmental Laws attributable to the County Facilities or any modification or addition installed by the County (including the Retrofit) except those violations caused by the Company's operation and maintenance of such additions or modifications, nor shall any of the events or circumstances described in the foregoing clauses (i) through (vi) constitute a Company Event of Default or breach of this Agreement on the part of the Company. Except as otherwise provided in this Section 3.5, the Company shall be responsible for the payment of any and all fines or assessments entered by a court of competent jurisdiction due to the Facility's failure to comply with the terms of the Consent Order. Except as provided in this Section 3.5.2, the Company shall perform the Work so that during and after construction and installation of the Capital Projects, the Facility shall be at all times in compliance with Environmental Laws. The Company shall undertake at the County's expense the defense of any proceeding relating to a violation by the Company of Environmental Laws which the County requests it to undertake.

3.5.3 County Indemnity. Throughout the Term of this Agreement, the County shall be fully and completely responsible for, and hereby indemnifies and agrees to hold each Indemnified Company Party harmless from, and make whole each such Person from and against, any and all damages, claims, losses, charges, costs or liabilities (including fines, penalties, damages and reasonable attorney's fees and expenses) contingent or otherwise, of every kind and nature that such Person might sustain or have sustained by reason of (x) the violation of Environmental Laws by the

County or its agents or employees (including, but not limited to, all Persons transporting to and from the Facility all Solid Waste, Hazardous Waste, Non-Processable Waste, Residue, Ash, Garbage, Trash, Rejects or Unders, whether or not Accepted or Delivered) so long as a Company employee has not instructed a County employee in, or exercised control over, the action which creates the violation, or (y) any obligation of the Company, its agents and employees, or the County, its agents and employees, to handle, treat, remove or remediate any Hazardous Waste on, under or above the Facility, the Site or the County Facilities (including, without limitation, for purposes of this Section, all air, soil and groundwater related thereto) which was present on or before June 20, 1985 (whether or not detected or detectable prior to such date), or (z) any obligations based on Environmental Laws which are attributable to the acts or omissions of the County or its agents or employees or any Persons transporting to and from the Facility all Solid Waste, Hazardous Waste, Non-Processable Waste, Residue, Ash, Garbage, Trash, Rejects or Unders, whether or not Accepted or Delivered, other than the Company, its agents and employees, so long as a Company employee has not instructed a County employee or any other Person in, or exercised control over, such acts or omissions.

3.5.4 Notice of Violations. If, at any time, the Company or the County has knowledge that a violation of Environmental Laws arising at the Facility, the Site or the County Facilities has occurred and is continuing (including a violation of Environmental Laws which could have an effect on the employees or users of the Facility, the Site or the County Facilities or on people residing in the vicinity of the Facility, the Site or the County Facilities), then the Company or the County, as the case may be, shall immediately provide Notice to the other party of such violation. The County and the Company shall thereafter promptly confer to determine the corrective action necessary to remedy such violation and the responsibility for the cause thereof pursuant to Sections 3.5.2 and 3.5.3. The responsible party shall thereafter have a reasonable period of time to commence implementation of corrective action, but in no case shall this time period exceed seventy-two (72) hours, unless otherwise allowed by applicable law (including applicable Environmental Laws) or a court or governmental agency having jurisdiction over the County Facilities, the Site or the Facility, as the case may be. In addition to the other remedies provided in this Section 3.5.4, the County or the Company, as the case may be, may institute a civil action in a court of competent jurisdiction to seek injunctive relief to require the Company's or the County's compliance with any Environmental Laws; to enjoin any violation of Environmental Laws at the Facility, the Site or the County Facilities, as the case may be; to prevent irreparable injury to the air, waters and property, including animal, plant or aquatic life of the County, or to protect human health, safety and welfare caused or threatened by any violation of Environmental Laws by the Company or the County, as the case may be.

3.6 Access to Site and Facility.

3.6.1 Maintenance of Offices. Throughout the Term of this Agreement, the County and the Bond Engineer may maintain such offices at the Facility as are presently in existence or as deemed necessary by the County and the Company in the future.

3.6.2 General Access. The Company shall afford full and complete access to the Site and to the Facility (other than the Company's business offices located at the Facility) to the County, its employees, agents and authorized representatives and the Bond Engineer, as well as to employees and agents of public authorities having regulatory jurisdiction over the Site or the Facility. As provided in Section 6.2, the County shall afford full and complete access to the Site, the Facility and the County Facilities to the Company, its employees, agents and authorized representatives. The County shall provide the Company with a list of the County's employees, agents and representatives who shall have such access to the Facility, other than those employees having regulatory jurisdiction over the Site or the Facility. The County shall also be entitled to bring additional guests to the Facility on reasonable notice to the Company. Good faith efforts shall be used to conduct such visits in a manner so as not to cause unreasonable interference with the Company's operation and maintenance of the Facility.

3.6.3 Conduct of Tests. The access afforded the employees and agents of the County, the Company or of public authorities having regulatory jurisdiction over the Site, the Facility or the County Facilities shall include the right to conduct such tests as are deemed appropriate by the County or the Company pursuant to the terms of this Agreement or by the employees and agents of said regulatory agencies in the discharge of their regulatory duties or to establish the facts and circumstances regarding any of the matters referred to in Section 3.5. Good faith efforts shall be used to conduct such visits in a manner so as not to cause unreasonable interference with the Company's or the County's operation and maintenance of the Facility, the Site or the County Facilities.

3.6.4 Emergency Access. Notwithstanding anything herein to the contrary, in the event of an emergency involving the Facility, the Site or the County Facilities, the Company and the County shall cooperate in good faith to afford full and unrestricted access to all Persons responding to such emergency situation.

3.6.5 No Responsibility Through Access. When the authorized representatives of the County, including its employees, agents and authorized representatives and the Bond Engineer, are at the Facility, they shall not be responsible to the Company for, nor authorized to approve or disapprove, the

Company's means, methods, techniques, sequences or procedures of construction, operation, testing or safety precautions and programs incident thereto, or the Company's other obligations hereunder, and will not be responsible to the Company for the Company's failure to perform the obligations required under this Agreement.

3.6.6 Assumption of Risk. All persons entering the Facility shall comply with all safety and other reasonable rules set by the Company and, at the request of the Company, each third party guest entering the Facility shall sign a written statement assuming the risk for any damage he or she suffers during his or her visit to the Facility, other than that which is caused by the gross negligence or intentional misconduct of the Company.

3.6.7 Fencing. The Company shall maintain a fence around the perimeter of the Facility, provided, however, that the gates to such fence shall remain open during the operating hours of the Facility and appropriate County employees shall, at all times, have keys to the locks on such fence.

3.7 Provision of Technical Personnel. The Company shall consult with and shall provide the County with technical personnel to participate in meetings and hearings requested by various regulatory agencies and the Board of County Commissioners. Any travel expenses incurred by the Company at the request of the County hereunder shall be reimbursed in accordance with state law limitations governing travel expenses.

3.8 Actions During Emergencies. In emergencies affecting the safety of persons or property at the Facility, the Site or the County Facilities, the Company, without special instruction or authorization from the County, shall act at its discretion to prevent or minimize threatened damage, injury or loss and shall be fully protected from acting in such discretion so long as such discretion was exercised in good faith and with reasonable prudence and diligence.

3.9 Taxes. The Company shall pay the following federal, state and local taxes applicable to its operation and maintenance of the Facility: corporate taxes, income taxes and payroll and employee benefit taxes. All other taxes payable by the Company in connection with the operation and maintenance of the Facility, including, but not limited to, Florida Sales and Use Tax, real and personal property taxes and duties payable with respect to equipment imported from foreign countries, shall constitute Pass Through Costs in accordance with Section 7.1.2. In the event that a tax is imposed after the date hereof on the services provided by the Company to the County hereunder, the County shall be responsible for paying the Company one hundred percent (100%) of the total tax imposed.

3.10 Employment. The Company shall employ and supervise adequate personnel to carry out this Agreement in accordance with its provisions. In connection with the carrying out of this Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, sex, age, handicap, marital status, creed, color or national origin. The Company shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, sex, age, handicap, marital status, creed, color or national origin (as provided for, without limitation, in Title VI of the Civil Rights Act of 1964 and the Florida Human Rights Act of 1977). Such action shall include employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. This obligation of nondiscrimination shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

3.11 Meetings With County. Authorized representatives of the County and the Company shall meet twice monthly to discuss matters of mutual concern regarding the Facility. The Bond Engineer may be present at such meetings.

3.12 Annual Certificate.

(a) On or before April 30, 2022, and on or before April 30th of each year thereafter throughout the remainder of the Term, the Company shall deliver to the County a certificate (the "Annual Certificate") executed by an independent firm of certified public accountants of recognized national standing certifying that "Based upon Covanta Holding Corporation's audited financial statements, Covanta Holding Corporation's net worth as of its year end was at least $45,000,000."

(b) For the purpose of this Section, the term "net worth" shall mean the Guarantor's total assets less total liabilities on a consolidated basis. In the event the Guarantor's accountants cannot provide the Annual Certificate by April 30th of any year, then the Company shall have sixty (60) days to provide a letter of credit to the County in an amount equal to the difference between $45,000,000 and the Guarantor's net worth as certified by the Annual Certificate. Such letter of credit may be drawn upon by the County in the same manner as the letter of credit provided for in Section 10.10 and shall remain in effect until such time as the Guarantor's accountants certify that the Guarantor's net worth is at least $45,000,000. Notwithstanding the foregoing, the failure by the Guarantor's accountants to deliver the Annual Certificate shall not constitute a breach of this Agreement or a Company Event of Default.

(c) In the event the Guarantor undergoes a corporate restructuring, the references to the "Guarantor" in subsections (a) and (b) of this Section 3.12 shall be deemed to be references to the Guarantor successor in interest, as identified to the County in a Notice from the Company. Provided that such successor in interest (i) satisfies, at the time of such restructuring, the $45,000,000 net worth requirement and (ii) executes and delivers a Guarantee to the County (which Guarantee shall be substantially similar to the Guarantee executed by the Guarantor and which Guarantee and entity shall be reasonably satisfactory to the Mayor or his/her designee), then the Annual Certificate shall refer to the Guarantor's successor in interest instead of the Guarantor.

(d) In the event the Company elects to substitute a letter of credit for the Guarantee in accordance with Section 3.2, then subsections (a), (b) and (c) of this Section 3.12 shall be deemed to be deleted from this Agreement effective upon the delivery of the letter of credit to the County.

3.13 Safety. In performing its duties under this Agreement, the Company shall take all reasonable precautions for the safety of persons and property, including, but not limited to, posting hazard warnings and designating a safety inspector who shall develop and enforce safety programs and precautions at the Facility. The Company shall provide the County with copies of its safety rules as they may be revised from time to time.

3.14 Obligation of the Company to Report Injuries to Persons and Property. The Company shall immediately notify the County and supply a written report regarding all events occurring at the Facility involving personal injuries to any person arising out of operation of the Facility, or property damage to the Facility or to the Inventory in excess of $25,000.

3.15 Qualifying Facility. In discharging its duties under this Agreement, the Company shall not take, or omit to take, any action which would result in the Facility's change in status as a Qualifying Facility. In discharging its duties under this Agreement, and in connection with its ownership of the Facility, the County shall not take, or omit to take, any action which would result in the Facility's change in status as a Qualifying Facility.

3.16 County Inspections.

3.16.1 County Inspections. The County shall be permitted to conduct inspections of the Facility to reasonably determine if the Company is performing its duties of maintenance, repair and efficient operation of the Facility in conformity with industry standards and the other provisions of this Agreement. In connection with

such inspections, the County will have "read only" access to the Company's computerized maintenance records. The County shall use its good faith efforts to conduct its inspection so as to minimize any interference with the operation of the Facility.

3.16.2 Inspection Reports. The County shall prepare reports, but not more often than once each calendar month, which shall reflect the findings of its inspections; provided, however, that such reports shall not include any item (x) relating to the condition of the Facility prior to October 20, 1987 or (y) requiring any modification to the Facility.

3.16.3 Correction of Deficiencies. Subject to Section 4.4.3, the Company shall correct any reasonable matters noted in such reports within thirty (30) days of its receipt of the report or shall prepare a schedule of corrective action within thirty (30) days after its receipt of the report. The Company shall complete all matters in accordance with such schedule, unless the County in the reasonable exercise of its discretion determines that a different period of time is appropriate. The County shall reinspect the Facility to verify completion or correction of matters noted in the reports within a reasonable time. Notwithstanding the foregoing, violations of Environmental Laws shall be remedied in accordance with Section 3.5.4.

3.16.4 Objection to Inspection Report or Company Schedule of Repairs. If the Company objects to any portion of a report prepared by the County pursuant to Section 3.16.2 or the County's failure to accept the Company's schedule of corrective action, the County shall direct the Bond Engineer to discuss in good faith the nature of such objection with the Company and attempt to reach a resolution with the Company. In the event that the Company and the Bond Engineer cannot reach an agreement, the issue shall be presented to the independent engineer described in Section 15.17. The Company and the County shall in good faith consider the findings of the independent engineer in an attempt to resolve the dispute.

3.16.5 No Default During Repair. The Company shall not be deemed to be in default under this Agreement during the period in which the Company is undertaking the corrective action required by Section 3.16.3 or during the period in which the Bond Engineer or the independent engineer is undertaking the investigations, discussions and recommendations referred to in Section 3.16.4.

3.16.6 County Right to Repair. In the event the Company does not complete any corrective action in accordance with Section 3.16.3 and any agreed resolution under Section 3.16.4, if applicable, the County, through its reasonably qualified employees or one or more reasonably qualified third parties, may after providing Notice to the Company, cause the uncompleted items to be completed on a

schedule specified by the County. To the extent such uncompleted items constitute Capital Maintenance Costs, the County shall be solely responsible for the cost of such corrective action. To the extent such uncompleted items do not constitute Capital Maintenance Costs, the County may deduct the cost of such corrective action from payments due to the Company in the manner provided in Section 7.1.7.

3.17 Annual Inspections.

3.17.1 Annual Inspections. At the option of the County, the Bond Engineer shall be permitted to conduct an annual inspection of the Facility to reasonably determine if the Company is performing its duties of maintenance, repair and efficient operation of the Facility in conformity with industry standards and the other provisions of this Agreement. The County shall direct the Bond Engineer to use its best efforts to conduct its inspection so as to minimize any interference with the operation of the Facility.

3.17.2 Inspection Reports. Within thirty (30) days of the completion of its annual inspection, the County shall direct the Bond Engineer to issue a report to the County describing (i) any deficiency in the Company's performance of its obligations referred to in Section 3.17.1, (ii) any failure of the Company to adequately repair and maintain the Facility, and (iii) any violation of Environmental Laws; provided, however, that such annual report shall not include any item (x) relating to the condition of the Facility prior to October 20, 1987 or (y) requiring any modification to the Facility.

3.17.3 Correction of Deficiencies. The Company shall correct any reasonable matters noted in such report and, in all events, must complete repairs within 30 days of its receipt of the report or prepare a schedule of corrective action within 30 days of its receipt of the report. The Company shall complete all matters in accordance with such schedule, unless the Bond Engineer in the reasonable exercise of its discretion determines that a different period of time is appropriate. The County shall direct the Bond Engineer to reinspect the Facility to verify completion or correction of matters noted in the annual inspection report within a reasonable time. The County shall direct the Bond Engineer to issue a report to the County and the Company stating that such corrective action has been completed following the Bond Engineer's reasonable determination that such corrective action has been satisfactorily completed.

3.17.4 [omitted]

3.17.5 Objection to Inspection Report. If the Company objects to any portion of any report prepared by the Bond Engineer in accordance with the

provisions of Section 3.17.2 or Section 3.17.3, the County shall direct the Bond Engineer to discuss in good faith the nature of such objection with the Company and attempt to reach a resolution with the Company. In the event that the Company and the Bond Engineer cannot reach an agreement, the issue shall be presented to the independent engineer described in Section 15.17. The Company and the County shall in good faith consider the findings of the independent engineer in an attempt to resolve the disputes.

3.17.6 No Default During Repair. The Company shall not be deemed to be in default under this Agreement during the period in which the Company is undertaking the corrective action required by Section 3.5, Section 3.17.3 or Section 5.4.1, or during the period in which the Bond Engineer and the independent engineer are undertaking the investigations, discussions and recommendations pursuant to Section 3.17.5.

3.18 Insurance Inspections.

3.18.1 Access to Inspectors. Any authorized agents or inspectors designated by the insurance corporation underwriting the various insurance requirements of the Facility shall have unlimited access to the Facility. The County and the Company may have representatives present at these inspections. The insured party shall direct such insurance inspector to issue a written report to the County and the Company describing the results of such inspection. Subject to Section 4.4.3, any matters relating to the Facility noted by the insurance inspector which would prevent the County or the Company from obtaining the policies of insurance required by this Agreement (or which if not corrected would increase the County's cost of insurance hereunder) shall be corrected by the Company at its sole cost within sixty (60) days of its receipt of the inspection report or such other period of time as the insurance inspector deems appropriate. The Company shall also be responsible for paying any increased premium costs which result from the Company's failure to correct such matters relating to the Facility noted by the insurance inspector, provided that the Company shall not be responsible for any increased premium costs resulting from the County's failure to pay or approve any Capital Maintenance Costs.

3.18.2 Information to Insurance Carriers. The Company shall provide each insurance carrier and the County with all information required by such carrier as a condition of coverage.

3.19 Responsible Wage Rates. With respect to any new construction contracts (i.e., contracts for construction projects other than (a) the Retrofit, the Recyclable

Trash Improvements, the Additional Improvements and the Company-Funded Improvements and (b) those relating to the operational obligations of the Company pursuant to Articles IV and V) under this Agreement, the Company shall require Contractors to pay responsible wage rates in accordance with Section 2-11.16 of the Code, as amended. The Company shall provide in all of its written contracts with Contractors that such Contractors shall waive all rights against the County, the Facility or the Site for labor, services, materials or equipment furnished in connection with the work.

3.20 Title to the Facility. The Company shall have no security, equitable or legal interest in the Facility at any time, except as set forth in Section 4.5.2 will respect to the Metals Processing Equipment. As of the date of this Agreement, the County has clear title to all of the Facility. The Company waives (and each contract which the Company enters into with any Contractor shall provide for such a waiver of) any right to assert any liens against the Facility for any reason whatsoever.

3.21 Warranties. The County hereby appoints the Company on the County's behalf to exercise all rights of the County under all warranties applicable to the Facility, provided, however, that all benefits derived thereunder shall be the property of the County.

3.22 Transactions with Affiliates. In undertaking its obligations under this Agreement, the Company shall not, directly or indirectly, purchase, acquire, exchange or lease any property from, or sell, transfer or lease any property to, or enter into any contract with, any Affiliate of the Company, except for (x) the 1985 Management Agreement, (y) sales and purchases of stock, and (z) transactions upon fair and reasonable terms substantially no less favorable than the Company could obtain, or could become entitled to, in an arm's length transaction with a Person which is not an Affiliate of the Company.

3.23 FERC/NERC Compliance Obligations.

3.23.1 Background. Pursuant to Section 215 of the Federal Power Act (16 U.S.C. § 791a et seq.; the "FPA") and orders issued by the Federal Energy Regulatory Commission ("FERC"), FERC has certified North American Electric Reliability Corporation ("NERC") as the Electric Reliability Organization (as defined in Section 215 of the FPA; "ERO") responsible for developing and enforcing mandatory reliability standards (as such term is defined in Section 215 of the FPA; "Reliability Standards") for the bulk power system (as such term is used in the FPA) in the United States. FERC has approved certain Reliability Standards filed by the ERO, and FERC has approved a Delegation Agreement between the ERO and Florida Reliability Coordinating Council ("FRCC"). FERC has approved the ERO's rules of

procedure and statement of compliance registry criteria ("Statement of Compliance Registry Criteria"). The ERO and FRCC maintain a list ("Compliance Registry") of entities that are registered and subject to the Reliability Standards ("Registered Entities") and the Company is the Registered Entity for the Facility. The ERO and FRCC hold Registered Entities responsible for compliance with certain Reliability Standards based on the function those entities perform with respect to the operation of the bulk power system in the United States. NERC Reliability Standards are subject to continuing revisions, along with development of additional standards. A Registered Entity's failure to comply with certain Reliability Standards may result in fines, penalties, or other sanctions being assessed against the Registered Entity by FERC, the ERO or FRCC. The County ("Generator Owner") and the Company ("Generator Operator") are Registered Entities. Certain Reliability Standards are applicable to Generator Owner or Generator Operator or both Generator Owner and Generator Operator. The Statement of Compliance Registry Criteria states that a "generator owner/operator will not be registered… if responsibilities for compliance with Reliability Standards including reporting have been transferred by written agreement to another entity that has registered for the appropriate function for the transferred responsibilities." With respect to each applicable Reliability Standard, Generator Owner and Generator Operator desire to designate either Generator Owner or Generator Operator as the sole party responsible for the entirety of the obligations of that Reliability Standard and Generator Operator shall notify FRCC of any change in responsibilities for Generator Owner ("GO") and Generator Operator ("GOP"). This Section 3.23 became effective on the date the Existing Agreement was executed and delivered by both the County and the Company. The Generator Owner shall remain responsible for compliance with all Reliability Standards prior to the original effective date of this Section 3.23 and, except to the extent, if any, provided in the 1996 Management Agreement, shall remain liable for all fines and penalties for all actions, omissions, events and circumstances prior to the original effective date of this Section 3.23.

3.23.2 Obligations Regarding Reliability Standards.

3.23.2.1 Appendix K. Appendix K sets forth the Reliability Standards applicable to GO and GOP. Compliance with Reliability Standards set forth on Appendix K that are designated with an "X" under the column "GO" shall be the sole obligation of Generator Owner ("GO Reliability Standards"), and compliance with Reliability Standards set forth on Appendix K that are designated with an "X" under the column "GOP" shall be the sole obligation of Generator Operator ("GOP Reliability Standards"), provided, however, that the Generator Operator shall only be responsible for GOP Reliability Standards up to the "Point of Change of Control" as shown on Exhibit A (Interconnection Configuration) to Appendix K, and Generator

Owner is responsible for compliance with all Reliability Standards, including any associated fines and penalties, after the "Point of Change of Control." Appendix K is incorporated by reference into this Agreement. Appendix K may be amended after a written request by the Generator Operator and approval by the Miami-Dade County Board of County Commissioners by resolution.

3.23.2.2 Process for Revising Appendix K.

3.23.2.2.1 Either party, upon twenty (20) business days' written notice to the other party, may request that the parties revisit the designation of a Reliability Standard set forth on Appendix K. If the parties mutually agree to re-designate a Reliability Standard, the parties shall revise Appendix K in such manner and shall execute the same. Upon execution by both parties, the revised Appendix K shall replace and supersede the then current Appendix K, which shall be indicated on the page(s) by its new designation (for example, "Revision No. 1").

3.23.2.2.2 Generator Operator shall have the responsibility to monitor the issuance of new or modified Reliability Standards. Within ten (10) business days after the issuance of an order by FERC approving a new Reliability Standard or changing a then current Reliability Standard, Generator Operator shall deliver Notice to Generator Owner of such order. After reviewing such new or changed Reliability Standard, the parties must mutually agree to designate such Reliability Standard as a GO Reliability Standard or a GOP Reliability Standard. Until that mutual agreement has been reached, compliance with such Reliability Standard shall be the obligation of the party or parties referenced in the "Applicability" section of such Reliability Standard. Upon reaching such mutual agreement the parties shall amend this Agreement to revise Appendix K to reflect such new or changed Reliability Standard as a GO Reliability Standard or a GOP Reliability Standard and shall execute the same. The issuance or modification of any Reliability Standard that increases the burden on, or obligation of, GOP under this Section 3.23 shall be deemed to constitute a Change in Law and shall be subject to Section 12.3.

3.23.2.3 Performance Obligations.

3.23.2.3.1 GO Reliability Standards.

3.23.2.3.1.1 Generator Owner shall be responsible for complying with each GO Reliability Standard as set forth in Appendix K, including, without limitation, all operations, maintenance, reporting, documentation, and other obligations required to comply with such Reliability Standard. Generator Owner

shall accept and be bound by the relevant interpretations and final orders of FERC, the ERO, and FRCC regarding the actions that are required to be taken by Generator Owner in order to fulfill its obligations for each GO Reliability Standard.

3.23.2.3.1.2 Generator Operator shall not be responsible for complying with any GO Reliability Standard set forth in Appendix K, but shall cooperate fully with Generator Owner in Generator Owner's efforts to comply with each GO Reliability Standard. Generator Operator's obligation to cooperate includes, without limitation, providing in a timely manner, upon written request by Generator Owner, any information, documentation, and assistance that is reasonably required by Generator Owner to demonstrate its compliance with each GO Reliability Standard.

3.23.2.3.1.3 If Generator Owner determines that it is not in compliance with any GO Reliability Standard for which it has responsibility set forth in Appendix K, it shall prepare a report of such noncompliance pursuant to the requirements of the ERO and FRCC and shall submit such report to the ERO and FRCC within five (5) business days of such determination. As soon as practicable but not more than 20 business days after submitting the report, Generator Owner shall prepare a mitigation plan to correct the noncompliance and submit such a plan to the ERO and FRCC. Generator Owner shall implement, and be responsible for the costs of implementing, such mitigation plan.

3.23.2.3.1.4 Generator Owner shall be responsible for bearing the cost of any fines assessed, penalties imposed, or sanctions levied by FERC, the ERO, or FRCC for noncompliance with any GO Reliability Standard for which it has responsibility as set forth in Appendix K and for remedying such noncompliance as required by FERC, the ERO, or FRCC.

3.23.2.3.1.5 Generator Owner shall copy Generator Operator with all required compliance reports, periodic reviews and certifications, records showing evidence of training, and all correspondence to and from NERC and FRCC.

3.23.2.3.2 <u>GOP Reliability Standards.</u>

3.23.2.3.2.1 Generator Operator shall be responsible for complying with each GOP Reliability Standard as set forth in Appendix K, including, without limitation, all operations, maintenance, reporting, documentation, and other obligations required to comply with such Reliability Standard. Generator Operator shall accept and be bound by the relevant interpretations and final orders of FERC,

the ERO, and FRCC regarding the actions that are required to be taken by Generator Operator in order to fulfill its obligations for each GOP Reliability Standard.

3.23.2.3.2.2 Generator Owner shall not be responsible for complying with any GOP Reliability Standard set forth in Appendix K, but shall cooperate fully with Generator Operator in Generator Operator's efforts to comply with each GOP Reliability Standard. Generator Owner's obligation to cooperate subject to this Agreement includes, without limitation, the timely addition, maintenance, repair, and replacement of equipment necessary for Generator Operator to comply with each GOP Reliability Standard, and the timely access to Generator Owner's property or facilities where required or convenient for purposes of Generator Operator's compliance with each GOP Reliability Standard. In addition, upon written request by Generator Operator, Generator Owner shall provide in a timely manner any information, documentation, and assistance that is reasonably required by Generator Operator to demonstrate its compliance with each GOP Reliability Standard.

3.23.2.3.2.3 If Generator Operator determines that it is not in compliance with any GOP Reliability Standard for which it has responsibility as set forth in Appendix K, it shall prepare a report of such noncompliance pursuant to the requirements of the ERO and FRCC and shall submit such report to the ERO and FRCC as delineated in the Covanta Internal NERC Compliance Program. Generator Operator shall prepare a mitigation plan to correct the noncompliance and submit such plan to the ERO and FRCC as delineated in the Covanta Internal NERC Compliance Program. Generator Operator shall implement, and be responsible for the costs of implementing, such mitigation plan.

3.23.2.3.2.4 Generator Operator shall be responsible for bearing the cost of any fines assessed, penalties imposed, or sanctions levied by FERC, the ERO, or FRCC for noncompliance with any GOP Reliability Standard for which it has responsibility as set for in Appendix K and for remedying such noncompliance as required by FERC, the ERO, or FRCC.

3.23.2.3.2.5 Generator Operator shall copy Generator Owner with all required compliance reports, periodic reviews and certifications, records showing evidence of training, and all correspondence to and from NERC and FRCC as it relates to the GO Reliability Standards.

3.23.3 Excuse From Reliability Standards. Sections 3.23.1 and 3.23.2 shall be disregarded, and neither the County nor the Company shall have any obligations under Sections 3.23.1 and 3.23.2, during any period in which NERC has

deregistered the Facility until such time, if any, as the Facility is required to register with NERC or the County and the Company mutually agree to register the Facility with NERC.

Article IV

OPERATIONAL OBLIGATIONS OF THE COMPANY AND PROCESSING OF ON-SITE WASTE

4.1 Operation of Facility. Subject to Section 4.4.3, the Company shall, solely at its own expense, operate, maintain and manage the Facility in accordance with the terms of this Agreement so as to: (i) be capable of Accepting and Processing Solid Waste in any Annual Period in an amount at least equal to the Annual On-Site Waste Processing Guarantee; (ii) produce steam from the Processing of On-Site Waste and convert it to electric power for use by the Company and the County and/or for sale to Florida Power & Light Company or other third parties (as permitted by law); (iii) meet the Annual Energy Guarantee; and (iv) comply with Environmental Laws.

4.2 [omitted]

4.3 Labor, Material and Equipment. Subject to Section 4.4.3 and Section 7.1.2, the Company, solely at its expense, shall provide all labor, materials and equipment necessary for the operation, maintenance and management of the Facility in accordance with the terms of this Agreement. The Company shall furnish to the County annually on or before March 31, a listing of the Inventory and Rolling Stock as of December 31 of the prior year, which listing shall set forth the aggregate value of the Inventory (using the average weighted cost method to value the Inventory) and the value of each item of Rolling Stock (using nine (9) year straight-line depreciation to value the Rolling Stock).

4.4 Repairs and Maintenance.

4.4.1 Company's Responsibility to Repair and Maintain Facility; Maintenance of Doral Substation. Except as otherwise provided in Section 4.4.3 and Section 8.5.1, the Company shall repair and maintain the Facility at its sole cost and expense in accordance with the terms of this Agreement so as to keep the Facility in good repair and condition, including the replacement of machinery and equipment components (including, without limitation, Rolling Stock) and shall maintain an adequate inventory of spare parts for the Facility throughout the Term of this Agreement, so as to enable the Facility to be operated in conformity with the requirements of this Agreement and the Company to fully perform its duties and

maintain its warranties and representations under this Agreement. The Company shall also repair and maintain the powerlines and interconnections to the Doral electrical substation. The cost of repairing and maintaining the Doral electrical substation (which is performed by Florida Power & Light) shall be paid by the County. The Company shall maintain the safety of the Facility at a level consistent with applicable law and normal boiler and electrical generating plant practices for similar facilities. Subject to Section 4.4.3, the Company will correct, within a reasonable period of time, deficiencies of maintenance, including any deficiencies found by inspections of the Bond Engineer pursuant to Section 3.17. The Company shall give Notice to the County of any such deficiencies which the Company determines it will be unable to remedy within thirty (30) days following knowledge thereof, which Notice shall include a schedule of the proposed timetable and methodology for correcting such deficiencies.

4.4.2 Maintenance and Repair Reports. The Company shall prepare and maintain accurate daily records which specify the equipment unavailable during any hour in that day and submit such report to the County on the Tuesday of the following Week, together with copies of repair and maintenance logs. Falsification of such report with the knowledge of the senior management of the Company shall be a basis for an immediate declaration of a Company Event of Default under this Agreement by the County, which such Company Event of Default shall be cured by the Company by promptly terminating the employment by the Company of such Persons having such knowledge, and by the Company paying the County any actual damages incurred by the County as the result of such falsification, provided, however, the County shall otherwise be entitled to such other monetary damages or injunctive relief as may be available at law or in equity to the County.

4.4.3 Capital Maintenance Costs. Notwithstanding the provisions of Section 4.4.1 and any other provisions set forth in this Agreement, commencing on October 1, 2022 and throughout the Term of this Agreement, including any renewal terms, the County shall pay for all Capital Maintenance Costs the Company is obligated to incur under the terms of this Agreement. The Company shall not aggregate or "bundle" unrelated projects to meet the minimum cost requirement, nor shall costs be unreasonably inflated to meet the minimum project size. All purchases of items by the Company constituting Capital Maintenance Costs shall be in accordance with purchasing guidelines approved by the County. The Company shall invoice the County on a monthly basis for Capital Maintenance Costs. Capital Maintenance Costs incurred by the Company and reimbursed by the County shall be subject to a ten percent (10%) mark-up to compensate the Company for its administration of the items relating to such Capital Maintenance Costs. The invoice package will be in a format agreed upon by the County and the Company, which shall

at a minimum include the vendor's invoice. The County will provide payment within forty-five (45) days of receipt of invoice. To the extent the County fails to pay for or approve any Capital Maintenance Costs for any reason or delays any payment or approval for any Capital Maintenance Costs for any reason, the Company shall be excused from failing to perform, and shall not be deemed to be in default of, any of its obligations under this Agreement that are the result of the County's failure or delay.

4.5 Physical Alterations to the Facility.

4.5.1 Alterations by the Company. Except as otherwise provided in Sections 4.5.2 and 4.5.3, the Company shall obtain the County's written approval prior to making physical alterations to the Facility and any costs incurred by the Company for such alterations shall be deemed the sole cost of the Company unless the County agrees otherwise. In seeking approval of any such alteration to the Facility, the Company shall submit to the County all information reasonably necessary for the County to make its determination. The County will respond to any request of the Company for approval of such physical alterations to the Facility within ten (10) Working Days of receipt of Notice of such request and submission by the Company of information as required in this subsection. Approval by the County of such alterations shall not be unreasonably withheld or delayed.

4.5.2 Alterations to the Facility to Increase Recovered Materials. The Company may make physical alterations to the Facility to increase the quantity or quality of Recovered Materials after obtaining the County's written approval prior to making such alterations. The County shall not withhold its approval to any such alteration unless such alteration will adversely affect: (i) the operating and maintenance costs of the Facility; (ii) the environment; (iii) the useful life of the Facility or any of its components; or (iv) the electrical generating capacity and energy production and consumption of the Facility. The above shall not apply to the secondary shredder and related equipment (the "Metals Processing Equipment") installed by Namco, which was previously authorized by the County and is now owned by an affiliate of the Company. Any costs incurred by the Company for such alterations shall be deemed the sole cost of the Company unless the County agrees otherwise. Upon the termination of this Agreement, the County shall have the right, as its sole option, to purchase the Metals Processing Equipment from the Company's affiliate at the fair market value of the Metals Processing Equipment as of the date of termination of this Agreement; provided, however, that if the Company discontinues the processing of metals prior to the termination of this Agreement, the Company shall have the right to remove the Metals Processing Equipment from the Facility or otherwise dispose of the Metals Processing Equipment, in which event the County shall not have the option to purchase the Metals Processing Equipment. The

County's option to purchase the Metals Processing Equipment shall expire if it has not been exercised (a) at least ninety (90) days before the termination of this Agreement, if this Agreement expires in accordance with its terms, or (b) within thirty (30) days after the termination of this Agreement, if this Agreement is terminated prior to the expiration of its term. In the event the County does not exercise its option to purchase the Metals Processing Equipment prior to the expiration of the option, then the Company and/or its affiliate shall be entitled to remove the Metals Processing Equipment from the Facility.

4.5.3 Alterations to Comply With Applicable Law. The Company shall be responsible for any alterations or modifications to the Facility which are required by changes in existing laws or regulations of any public body having jurisdiction over the Facility, subject to the approval of the County as described in Section 4.5.2. If such alterations or modifications are required by a Change in Law or Uncontrollable Circumstance, and unless the County exercises its right to terminate this Agreement pursuant to Section 12.4, the Company shall be reimbursed on an agreed upon schedule for the cost of the installation of such alterations and modifications or any incremental or operational cost increases of such change or modification in accordance with Section 4.4.3 and Article XII. The Company shall not be obligated to commence with such alterations or modifications until such reimbursement schedule has been proposed by the Company and approved by the County. The Company shall not be deemed to be in default of its obligations under this Agreement if the County withholds such approval.

4.5.4 Minor Alterations. Notwithstanding the provisions of this Section 4.5, the Company may, without the prior approval of the County, make such changes, alterations or modifications to Solid Waste Processing or conveying equipment at or within the Facility that do not materially adversely affect (i) the operating and maintenance costs of the Facility; (ii) the environment; or (iii) the useful life of the Facility or any of its components; in each case which are consistent with proper operation procedures and engineering or which the Company is otherwise required to undertake pursuant to the terms of this Agreement. Any costs incurred by the Company for such alterations shall be deemed the sole cost of the Company unless the County agrees otherwise.

4.5.5 Alterations by County. The County, at its expense, may make alterations to the Facility necessitated by a Change in Law or Uncontrollable Circumstance.

4.6 Acceptance and Handling of Solid Waste.

4.6.1 Acceptance of On-Site Waste. The Company shall Accept up to 4,500 Tons of On-Site Waste per Day (including Excess On-Site Waste) Delivered to the Facility in accordance with the provisions of this Article or such greater amount as the Company may request, provided, that, the Company shall not be obligated to Accept any On-Site Waste to the extent such Acceptance would violate any applicable federal or state regulations including applicable federal or state regulations with respect to the permit capacity for the Facility.

4.6.2 Rejected Loads. The Company shall not knowingly Accept Solid Waste generated from any source outside the boundaries of the County (unless expressly approved in writing by the County), and only Solid Waste shall be Accepted and Processed at the Facility, provided, however, that Solid Waste Delivered to the Facility may include those small amounts of Non-Processable Waste and Hazardous Waste found within the normal waste and refuse stream of the County. The Company will not be obligated to Accept Rejected Loads. Rejected Loads that are not Accepted by the Company shall not count toward the County's Annual On-Site Waste Guaranteed Tonnage, the Company's Annual On-Site Waste Processing Guarantee or the Company's Combined Residue/Rejects Guarantee.

4.6.3 Treatment of Rejected Loads. The Company shall promptly notify any driver who delivers a Rejected Load, request such driver to remove the Rejected Load from the Facility, and notify the County representative operating the Scalehouse. In the event, despite the Company's efforts, a driver fails or refuses to remove the Rejected Load, the Company shall segregate the Rejected Load and, at its expense and with its personnel, and in accordance with provisions of Section 4.9.2, load it onto a County designated vehicle for transportation and disposal by the County at the County's expense. The County shall assist the Company in preventing Rejected Loads from being delivered to the Facility.

4.6.4 Title to Solid Waste. Title to Solid Waste and Recovered Materials (other than Rejected Loads of which the County has been promptly notified and Hazardous Waste) shall pass to the Company when it is Accepted for Processing at the Facility. Title to all Residue delivered to the County shall pass to the County when such Residue is loaded onto a truck for removal from the Facility.

4.6.5 Non-Processable Waste. Non-Processable Waste removed from On-Site Waste during Processing shall not count toward the County's Annual On-Site Waste Guaranteed Tonnage, the Company's Annual On-Site Waste Processing Guarantee or the Company's Combined Residue/Rejects Guarantee.

4.7 Disposition of Excess On-Site Waste. On-Site Waste in excess of 18,692 Tons per Week which is Delivered to the Facility and Accepted by the Company may

be disposed of in the same manner as Residue under Section 4.9.1, provided, however, that the County shall not Deliver or cause or permit to be Delivered more than 4,500 Tons of On-Site Waste, or such greater amount as the Company may request, in any one (1) Day. Excess On-Site Waste which is returned to the County shall not count toward the County's Annual On-Site Waste Guaranteed Tonnage, the Company's Annual On-Site Waste Processing Guarantee or the Company's Combined Residue/Rejects Guarantee. The Company has the right to Process Excess On-Site Waste for which the County shall pay the Company the Incentive Fee set forth in Section 7.1.4(a).

4.8 Storage of Solid Waste. Unless otherwise required by Environmental Laws, the Company shall store Garbage and Trash only in the Garbage storage building or in the Trash storage building, as applicable. The Company shall be prohibited from Stockpiling Garbage on the Garbage Tipping Floor or Trash on the Trash Tipping Floor. The storage of Garbage and Trash shall be limited only by applicable Environmental Laws and Florida Department of Environmental Protection permit requirements. In the event the Company Stockpiles Garbage on the Garbage Tipping Floor or Trash on the Trash Tipping Floor, the County shall have the right to adjust Deliveries to the Garbage storage building or the Trash storage building, or both buildings, as the case may be, for the remainder of the Day such Garbage or Trash is so Stockpiled and until 7:00 a.m. of the next Day when such Stockpiling of Garbage or Trash has ceased. During any period in which the County adjusts Deliveries pursuant to this Section 4.8, other than periods in which the need to adjust Deliveries is due to (a) the County's Delivery of On-Site Waste in excess of 18,692 Tons per Week or such greater amount as the Company may request or (b) periods of scheduled maintenance, which periods shall not exceed a consecutive Thursday, Friday and Saturday not more than eight (8) times during any Annual Period (of which the Company provides Notice to the County at least two (2) Weeks in advance of such scheduled maintenance) provided that Stockpiling during such periods shall not impede Deliveries in the sole discretion of the County, then the provisions of Section 6.4.2 shall apply. The providing of Notice by the Company pursuant to this Section 4.8 shall not relieve the Company of its Annual On-Site Waste Processing Guarantee.

4.9 Removal of Non-Processable Waste, Hazardous Waste, Residue.

4.9.1 Segregation of Non-Processable Waste and Residue. The Company shall segregate Non-Processable Waste from the Solid Waste Accepted for Processing at the Facility and, together with Residue, arrange or otherwise contract for such Non-Processible Waste and Residue to be hauled to a location designated by the County for disposal as a Pass Through Cost in accordance with Section 7.1.2. At

the County's election and upon reasonable Notice to the Company, the Company shall load Non-Processable Waste and/or Residue at its cost onto County trucks for disposal, at any time Monday through Saturday between 7:00 a.m. and 5:00 p.m. All Residue removed from the Facility pursuant to this Section 4.9.1 shall be included in the calculation of the Company's compliance with the Combined Residue/Rejects Guarantee contained in this Agreement. The County agrees to cooperate with the Company to cause the prompt removal of all Non-Processable Waste and Residue from the Facility.

4.9.2 Segregation of Hazardous Waste. Any material in the waste stream which may be deemed harmful in its handling or transportation or which is classified as Hazardous Waste shall be isolated by the Company and cordoned off to prevent injury to employees and third parties using the Facility. The Company shall notify the County of any such harmful material or Hazardous Waste and the County shall have the right to inspect such harmful materials or Hazardous Waste to verify correct separation, and the Company shall initiate action for the proper transportation and disposal of such harmful material or Hazardous Waste at the County's expense.

4.9.3 [omitted]

4.9.4 Trash Composition. In the event the County or the Company believes the amount of Non-Processable Waste in the Trash Accepted for Processing at the Facility is greater or less than six percent (6%), either party may request that a study be performed to determine the actual amount of Non-Processable Waste in such Trash. The study shall be performed by an independent engineer mutually acceptable to the County and the Company. The County and the Company may, but are not required to, agree to select the Bond Engineer as the independent engineer for purposes of this Section 4.9.4. In the event the engineer determines the amount of Non-Processable Waste in the Trash, rounded to the nearest one-half of one percent (0.5%), is six percent (6%) (or such other amount as has been determined pursuant to this Section 4.9.4) or less, the Company shall pay for the cost of the study. In the event the engineer determines the amount of Non-Processable Waste in the Trash, rounded to the nearest one-half of one percent (0.5%), is greater than six percent (6%) (or such other amount as has been determined pursuant to this Section 4.9.4), the County shall pay for the cost of the study. The results of the study, if more or less than six percent (6%) (or such other amount as has been determined pursuant to this Section 4.9.4), shall be rounded to the nearest one-half of one percent (0.5%) and the reference to "six percent (6%)" in the definition of the Trash Non-Processables Guarantee shall be deemed to be amended to be the results of the study.

4.10 Storage of Non-Processable Waste and Residue. All Non-Processable Waste segregated from Accepted Solid Waste and Residue resulting from the Processing of such Solid Waste (other than Residue which is a Recovered Material) shall be stored in enclosed buildings.

4.11 Segregation of Recovered Materials. The Company shall use reasonable efforts to segregate Recovered Materials from the Solid Waste Delivered to the Facility, either before or after Processing of the Solid Waste, and sell, use or otherwise dispose of such Recovered Materials. Recovered Materials shall be stored and loaded from a three-sided bunker with a roof and, in no event shall Recovered Materials be stored at the Facility for more than seven (7) Days prior to removal therefrom.

4.12 Processing of On-Site Waste and Tires.

4.12.1 Processing of On-Site Waste. All On-Site Waste Accepted at the Facility shall be subject to Processing, except Excess On-Site Waste which may be subject to Processing or returned to the County, and all RDF generated therefrom shall be burned at the Facility, unless the Company and the County agree that such fuel shall be utilized in a different manner, in which case compensation therefrom, if any, shall be shared equally between the Company and the County.

4.12.2 Processing of Tires. Except as set forth in this Section 4.12.2, the Company shall shred all tires (other than tires which constitute Non-Processable Waste) Delivered to the Facility and the County shall pay the Tires Tipping Fee for each Ton of tires Accepted by the Company and shredded in accordance with this Section 4.12.2. The County shall Deliver all tires received by the County as part of the Solid Waste stream to the Facility. Shredded tires shall be stored within a three (3) sided bunker with a roof or as otherwise agreed to by the parties. Unshredded tires shall not be stored for more than seven (7) Days prior to shredding. At the Company's request, the County shall remove tires which have been shredded into at least eight (8) pieces of approximately equal size. Except to the extent the Company determines that any shredded and/or unshredded tires constitute Recovered Materials (in which case the Company shall not be required to shred tires constituting Recovered Materials), the Company, at its expense, shall load such shredded tires (during the times applicable to loading of Residue) onto County trucks for transport and disposal at the County's expense. At the County's election and upon reasonable Notice to the Company, the Company shall arrange or otherwise contract for shredded tires to be hauled to a location designated by the County for disposal as a Pass Through Cost in accordance with Section 7.1.2. Truckloads of shredded tires removed from the Facility shall be included in calculating compliance with the County's Annual On-Site Waste Guaranteed Tonnage and the Company's Annual On-

Site Waste Processing Guarantee and shall not be included in the Company's Combined Residue/Rejects Guarantee. The Company shall have no obligation to Process any tires as On-Site Waste. In recognition that shredded tires returned to the County are destined for all landfill disposal, the County supports the Company's efforts to utilize tires as Recovered Materials.

4.13 Changes in Waste Composition; Profile.

4.13.1 Changes in Waste Composition. From and after November 1, 1992, unless the Company and the County agree on an adjustment to the Service Fee and a method for burning Unders, material changes in the composition of On-Site Waste Accepted for Processing at the Facility which are shown, in accordance with the provisions of Section 4.13.3, to have a direct impact on the percentage of non-combustibles found in On-Site Waste, shall result in an increase or decrease in the Combined Residue/Rejects Guarantee, in direct correlation to the percentage increase or decrease of such non-combustibles up to a maximum of five percent (5%).

4.13.2 Profile of Waste Composition. Either the County or the Company may require a test of the composition of the Solid Waste Accepted for Processing at the Facility. The test shall compare the composition of such Solid Waste to the Combined Residue/Rejects Guarantee. Based on the results of such test, the County and the Company shall determine in good faith whether the Combined Residue/Rejects Guarantee should be adjusted. All costs of such test shall be paid by the requesting party.

4.14 Hours for Acceptance of Solid Waste. The Company shall Accept the Delivery of Solid Waste between the hours of 4:00 a.m. and 12:00 midnight six (6) Days per Week. Delivery hours may be adjusted at the discretion of the County's Department of Solid Waste Management. The Company shall receive 90 days advance Notice prior to implementation of schedule changes or such shorter Notice period as the County and the Company may mutually agree. If, due to a natural disaster or other emergency condition, the County requests the Company to receive Solid Waste at hours other than normal receiving hours, the Company shall use reasonable efforts to accommodate such request.

4.15 Fires and Explosions. In the event of a fire or explosion at the Facility not caused by the Company's failure to properly maintain and repair the Facility, which the Company demonstrates has affected its ability to meet its Annual On-Site Waste Processing Guarantee, the Company shall be relieved of its obligation to meet the Annual On-Site Waste Processing Guarantee during the period of time in which the Company expeditiously completes its repair of the Facility. During such period, the County will be obligated to Deliver and the Company will be obligated to Accept

only that amount of Solid Waste which the Facility is capable of Accepting and Processing. In the event the repair of the Facility takes longer than thirty (30) days to complete due to the magnitude of the fire or explosion, and provided that the County and Company mutually agree that such additional time is necessary, the Company's Annual On-Site Waste Processing Guarantee and the County's Annual On-Site Waste Guaranteed Tonnage shall be reduced appropriately to reflect the effect of the repair period on operations of the Facility during the period of repair.

4.16 Sale of Electricity. In accordance with other provisions of this Agreement, electricity generated at the Facility and not used to operate the Facility shall either be sold to Florida Power & Light Company or other third parties (as permitted by law), or utilized by the County at other County facilities.

4.17 Hours of Operation. The Company shall operate the Electric Generating Facility continuously, as consistent with the operating certification from the Federal Energy Regulation Commission for Qualifying Facilities, except for customary periods of maintenance and repair.

4.18 Landscaping. The Company shall maintain, at its sole expense, all landscaping at the Facility.

4.19 Operation of Dust Collection and Odor Control Systems. The Company shall operate the existing dust collection and odor control systems in a manner to minimize odors and particulate matter emitting from the operation of the Facility. In order to assure that these systems are operated in this manner, the Company shall (i) keep all Garbage Operations Building openings closed when no truck traffic is present, including closing the sliding or fast doors on the north and south Garbage Operations Building and the stores receiving area when not in use; (ii) operate the current odor suppressing spray system or an equivalent or better substitute system in the Garbage pit, Garbage Tipping Floor, Garbage processing building entrance, Garbage dust collection system, Unders building and conveyor, ferrous bunker and magnets; (iii) repair all dust collection and odor control equipment malfunctions on a priority basis; (iv) remove all dust accumulation in non-enclosed areas no less than once a week or more frequently if required by regulatory agencies having jurisdiction over the Facility; and (v) on a semi-annual basis, clear both the north and south halves of the Garbage pit to remove older material and wash and degrease the Garbage Tipping Floor. The Company shall provide digital photographic documentation to the County on a semi-annual basis via e-mail of its compliance with clause (v) of the immediately preceding sentence.

4.20 [omitted]

4.21 Computer Equipment Recycling. In the event the County implements a computer equipment recycling program, the Company agrees to participate in such program on terms and conditions mutually acceptable to the County, the Company and the computer recycling contractor, if any. If the program is established, the Company would perform tasks relating to the collection of used computer equipment from designated County trash and recycling centers, transportation of the used computer equipment to the computer recycling contractor's facility and transportation of non-recyclable used computer equipment from the computer recycling contractor's facility to the Facility for disposal. The County and the Company agree that any such program, and the disposal of non-recyclable used computer equipment, must comply in all respects with all applicable laws and regulations, including Environmental Laws.

4.22 Anaerobic Digestion. In the event the County implements an Anaerobic Digestion program, the Company agrees to participate in such program at a location and on terms and conditions mutually acceptable to the County, the Company and the anaerobic digestion contractor, if any. The County and the Company agree that any such program, and the disposal of the products resulting from anaerobic digestion, must comply in all respects with all applicable laws and regulations, including Environmental Laws.

4.23 Pharmaceutical Collection and Destruction. In the event the County implements a Pharmaceutical Collection and Destruction program, the Company agrees to participate in such program at a location and on terms and conditions mutually acceptable to the County, the Company and the pharmaceutical collection and destruction contractor, if any. The County and the Company agree that any such program, and the disposal of products resulting from the destruction of pharmaceuticals, must comply in all respects with all applicable laws and regulations, including Environmental Laws.

4.24 Composting. In the event the County implements a Composting program, the Company agrees to participate in such program at a location and on terms and conditions mutually acceptable to the County, the Company and the composting contractor, if any. The County and the Company agree that any such program, and the disposal of the products of composting of Solid Waste, must comply in all respects with all applicable laws and regulations, including Environmental Laws.

4.25 Zero Waste. In the event the County implements a Zero Waste program, the Company agrees to participate in such program at a location and on terms and conditions mutually acceptable to the County, the Company and the Zero Waste

contractor, if any. The County and the Company agree that any such program must comply in all respects with all applicable laws and regulations, including Environmental Laws.

Article V

[omitted]

Article VI

RESPONSIBILITIES OF THE COUNTY

6.1 Ownership of Real Property and Permits. The County owns and holds legal title to the Facility and the Site. Any sale, lease, assignment, transfer or other disposition of all or a portion of the Facility, the Site or the County Facilities shall not relieve or modify the obligations and agreements of the County hereunder, provided, however, in that event this Agreement shall remain in full force and effect notwithstanding such sale, lease, assignment, transfer or other disposition with regard to the transferee. The County shall maintain existing site certifications, all land use designations and other permits in effect or otherwise required in the future for the performance of the operational obligations of both the County and the Company pursuant to this Agreement. Notwithstanding any provision of this Agreement to the contrary, to the extent required by law, no provision of this Agreement shall bind or obligate the County, or any department, board or agency of the County, to agree to any specific request of the Company that involves the regulatory or quasi-judicial power of the County.

6.2 Access. The County shall provide and maintain for the Company, its employees, agents and Contractors full and complete access to the Facility, the Site and the County Facilities.

6.3 County Delivery of Waste. The County shall Deliver Solid Waste to the Facility consistent with its countywide collection and disposal practices, as modified from time to time at the County's discretion, provided, that, the foregoing shall not relieve the County from any of its obligations under this Agreement. The County shall have no obligation to make level its Deliveries of Solid Waste to the Facility on a daily basis or to segregate the Solid Waste Delivered to the Facility into its component parts.

6.4 On-Site Waste Guaranteed Tonnage.

6.4.1 Guarantee. Beginning on October 1, 2022, the County's Annual On-Site Waste Guaranteed Tonnage shall be 972,000 Tons per Annual Period. Except as otherwise expressly provided in this Agreement, the County shall be obligated to pay the Service Fee whether or not the County Delivers such Annual On-Site Waste Guaranteed Tonnage.

6.4.2 Waste Management Hierarchy. The parties recognize the County's efforts to meet its sustainability goals. The Company agrees that at such time as the County has eliminated the disposal of Garbage and Trash utilizing methods of waste management less preferred than energy recovery, as set forth on the United States Environmental Protection Agency Waste Management Hierarchy attached as Appendix L to this Agreement (the "Waste Management Hierarchy"), the County may choose to dispose of Garbage and Trash using methods of waste management more preferred than energy recovery, as set forth on the Waste Management Hierarchy. Following the elimination of less preferred methods of waste management, for each Ton of Garbage or Trash the County diverts from the Facility in favor of a more preferred method of waste management, as set forth on the Waste Management Hierarchy, the Annual On-Site Waste Guaranteed Tonnage shall be reduced by one Ton. Notwithstanding the foregoing, the Annual On-Site Waste Guaranteed Tonnage shall not be reduced to an amount less than the amount of On-Site Waste (adjusted for the Higher Heating Value of the revised waste stream) required to meet the County's and/or the Company's obligations under then-existing contracts for the sale of electricity generated by the Facility. In the event the Annual On-Site Waste Guaranteed Tonnage is reduced in accordance with this Section 6.4.2, the Annual On-Site Waste Processing Guarantee, the Annual Energy Guarantee and the Combined Residue/Rejects Guarantee shall be adjusted to reflect the reduced tonnage and composition of the revised waste stream. The County shall provide at least six (6) months' notice to the Company of any reduction of the Annual On-Site Waste Guaranteed Tonnage pursuant to this Section 6.4.2.

6.4.3 Additional On-Site Waste. The County, in its sole discretion, may provide additional On-Site Waste for Acceptance and Processing as requested by the Company, up to the amounts specified in the permits pertaining to the Facility. The County shall be obligated to pay only the Incentive Fee set forth in Section 7.1.4(a) for Excess On-Site Waste Accepted and Processed by the Company.

6.5 Weighing of Wastes. The County shall weigh all Solid Waste, Non-Processable Waste, Residue, Rejected Loads and Rejects and Reject Overs Processed as On-Site Waste at the Scalehouse by weighing the transporting vehicles

and subtracting therefrom the determined tare weight of the vehicle. The Company may have a representative present at all weighings. At any time, either the County or the Company may require the revalidation of the tare weight of any vehicle. The County shall keep daily records of the weight of Solid Waste, Non-Processable Waste, Residue, Rejected Loads and Rejects and Reject Overs Processed as On-Site Waste entering and leaving the Facility. Copies of such daily records shall be provided to the Company as soon as available, but in no event later than two (2) Working Days, and shall be retained by the County for a period of two (2) years. The scale at the Scalehouse shall be calibrated to the accuracy required by the Florida State Bureau of Weights and Measures annually at the County's expense unless such calibration is required by law to be conducted more than once a year, in which case the County shall bear the cost of any additional calibration. The Company may require the County to calibrate the scales more often than required by law, provided the Company pays the cost of such calibration. All records of the calibration shall be held by the County and shall be furnished to the Company upon request. Either the County or the Company shall have the right to require, at the requesting party's cost, a test of the accuracy of one (1) or more of the scales. In the event that any scale is in need of repair or calibration, the County shall promptly repair or calibrate such scale at the County's expense to attain such accuracy. During such periods of scale repair, unavailability or incapacity, vehicular weights and the weight of Solid Waste, Non-Processable Waste, Residue, Rejected Loads and Rejects and Reject Overs entering and leaving the Facility shall be calculated in accordance with the County's Schedule of Estimated Weights and Values.

6.6 Transportation of Non-Processable Waste, Residue and Shredded Tires. Non-Processable Waste, Residue and shredded tires shall be removed from the Facility in the manner provided in Sections 4.9.1 and 4.12.2.

6.7 Sampling of Ash. The County may, at its expense, sample Ash on a daily basis as the Ash is being loaded by the Company onto trucks for removal from the Facility. The parties may also agree upon adjusting the Ash testing frequency as they deem appropriate. The Company shall be relieved of its obligations to repair the Facility under this Agreement to the extent it is able to prove that the Hazardous Waste character of the Ash, if any, was directly caused by a change in the composition of On-Site Waste Accepted for Processing at the Facility, as evidenced by the Solid Waste profiles obtained pursuant to Section 4.13.

6.8 Disposal Fees and Charges. The County, at all times during the Term, shall fix, establish, revise from time to time as necessary, maintain and collect all Disposal Fees and other charges from its residents, private haulers and municipalities for the disposal of Solid Waste within the County at a level not less

than necessary to permit the County to meet the County's obligations pursuant to this Agreement.

6.9 Payment for Inventory, Rolling Stock and Capital Items.

(a) Upon the termination of this Agreement or the expiration of the Term, the Company shall deliver the then existing Inventory and Rolling Stock to the County.

(b) The County shall pay to the Company for the then existing Inventory and Rolling Stock a purchase price equal to the sum of (i) the value of the Inventory plus (ii) the value of the Rolling Stock; provided, however, the County shall receive a credit against such purchase price in an amount equal to the sum of (x) $5,039,606.79 as of October 1, 2021 (adjusted for changes in the Consumer Price Index in the manner described in Section 7.1.6) plus (y) the value of any Inventory and Rolling Stock acquired after October 1, 1999 to the extent such Inventory and Rolling Stock was acquired with funds provided by the County specifically for the purchase of such Inventory and Rolling Stock, including pursuant to Section 4.4.3. In no event shall the purchase price be less than $0.00.

(c) For purposes of clauses (i) and (ii) in Section 6.9(b), Inventory shall be valued using the average weighted cost method, and Rolling Stock shall be valued using nine (9) year straight-line depreciation. For purposes of clause (y) above, Inventory shall be valued at the cost of the Inventory, adjusted for changes in the Consumer Price Index from the date of delivery of such Inventory to the Facility, except that mobile equipment shall be valued at one-half of the cost of such mobile equipment, adjusted for changes in the Consumer Price Index from the date of delivery of such mobile equipment to the Facility.

(d) Commencing on October 1, 2018 and on October 1st of each year thereafter during the Term, the Company shall have a five-year capital replacement plan. The Company shall submit the plan to the County and the Bond Engineer not later than August 1st immediately preceding the October 1st effective date of the plan. The plan shall set forth a list of the capital items the Company proposes to replace at the Facility over the following five (5) years, the proposed dates for the replacement of each such capital item and the useful life of each such capital item. The County and the Bond Engineer shall provide Notice to the Company within thirty (30) days after the Company's submission of the plan indicating whether or not the plan or any individual component of the plan is approved. In the event the County and the Bond Engineer do not provide such Notice to the Company within the 30-day period, the plan shall be deemed to be approved. In the event the plan or any individual component of the plan is not approved by both the County and the Bond

Engineer, the Company may elect to have an independent engineer appointed in accordance with Section 15.17 determine whether the plan or component should be approved. The independent engineer shall be selected by the parties within ten (10) days after the Notice of disapproval from the County and the Bond Engineer, and the independent engineer shall render its decision within fifteen (15) business days after the Notice of disapproval from the County and the Bond Engineer. The decision of the independent engineer shall be binding on the County and the Company. In the event the Company's plan is approved by the County and the Bond Engineer or by the independent engineer, the County shall pay to the Company an amount equal to the cost of those capital items purchased by the Company in accordance with the plan in the manner provided in Section 4.4.3.

6.10 Source of Payment of Fees Due the Company. No revenues received by the County from the operation of the Facility or the collection of Disposal Fees shall be segregated or subject to any lien in favor of the Company under this Agreement.

6.11 Amounts of Garbage and Trash. The Company shall notify the County on Monday of each week of the amounts of Trash and Garbage that the Company can Accept for Processing at the Facility for that week, and the County shall make all reasonable efforts to Deliver or cause to be Delivered the weekly amounts of Trash and Garbage requested by the Company, which weekly amounts of Garbage in no event shall total less than 732,000 Tons per Annual Period. The Annual On-Site Waste Guarantee Tonnage shall be fulfilled through Deliveries of Garbage. During any periods in which the amount of On-Site Waste to be Delivered by the County is increased in accordance with the provisions of Section 6.14(a), the County's obligation to Deliver Garbage shall be increased to all of the Garbage available to the County for Delivery to the Facility. If the amount of Garbage Delivered to the Facility is less than the sum of 806,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c), the Company, at its option, may request Deliveries of Trash in excess of 400,000 Tons per Annual Period (but the County shall not be required to Deliver Trash in excess of 440,000 Tons per Annual Period). The County shall Deliver such Trash to the Facility if, in the reasonable discretion of the County, such Trash is available to the County for Delivery; provided that the County shall not be required to Deliver Solid Waste to the Facility in excess of the sum of 1,206,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c). The County may Deliver Trash in any amount necessary to fulfill its obligations under this Agreement. In the event the County Delivers less than 400,000 Tons of Trash in any Annual Period, the Company's Annual On-Site Waste Processing Guarantee shall be reduced by the number of Tons equal to the difference

between 400,000 and the number of Tons of Trash actually Delivered, up to a maximum of 160,000 Tons.

6.12 Deliveries of Garbage and Trash. (i) The maximum amount of Trash which the County may Deliver to the Facility in any Annual Period shall be 440,000 Tons (unless the Company consents to the Delivery of a greater amount); (ii) the maximum amount of Garbage which the County may Deliver to the Facility in any Annual Period shall be 972,000 Tons (unless the Company consents to the Delivery of a greater amount); and (iii) the minimum amount of Garbage which the County must Deliver to the Facility in any Annual Period shall be an amount equal to the Annual On-Site Waste Guaranteed Tonnage minus the number of Tons of Trash Delivered to the Facility in such Annual Period, provided, however, that nothing in this Section 6.12 shall affect the County's obligations under Section 6.11.

6.13 Higher Heating Value of On-Site Waste. In the event that the Higher Heating Value of RDF produced at the Facility during any Monthly Period shall exceed 5,000 Btu per pound of RDF, the County and the Company agree to adjust the County's Annual On-Site Waste Guaranteed Tonnage and the Company's Annual On-Site Waste Processing Guarantee and the Company's Combined Residue/Rejects Guarantee accordingly.

6.14 Availability of Solid Waste.

(a) It is the intent of the parties that in the event Garbage is not unavailable to the County for Delivery to the Facility for circumstances beyond the County's control and not due to actions taken by the County, then the County shall increase Deliveries of On-Site Waste to the Facility up to the sum of 972,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c). In determining whether Garbage is unavailable to the County for Delivery to the Facility for circumstances beyond the County's control and not due to actions taken by the County, the following uses of Garbage by the County shall be deemed to be circumstances beyond the County's control and not due to actions taken by the County: (i) Garbage the County needs to comply with the Waste Management Agreement; (ii) the County's decision to not direct Garbage to the Facility from municipalities which have entered into interlocal agreements with the County for solid waste disposal, but only to the extent of 100,000 Tons of Solid Waste per Annual Period from such municipalities which may be delivered to the Waste Management Inc. of Florida landfill in the City of Medley, Florida under the terms of the Waste Management Agreement. The County shall provide the Company Notice of such increases in Deliveries at least 90 days in advance of such increases. The parties acknowledge that it is the intent of the County

to use its reasonable efforts to maximize the amount of On-Site Waste contracted for with third parties and available for delivery to the Facility during the term of this Agreement, including the renewal terms.

(b) In the event the minimum amount of Garbage to be Delivered to the Facility is less than the sum of 806,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c), the Company may elect, at its sole discretion, to limit the amount of Solid Waste it will Accept for Processing during any Annual Period to an amount less than the amount available to the County for Delivery to the Facility, but not less than 972,000 Tons. If the amount of Garbage Delivered to the Facility is less than the sum of 806,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c), the Company, at its option, may request Deliveries of Trash in excess of 400,000 Tons per Annual Period (but the County shall not be required to Deliver Trash in excess of 440,000 Tons per Annual Period). The County shall Deliver such Trash to the Facility if, in the reasonable discretion of the County, such Trash is available to the County for Delivery; provided that the County shall not be required to Deliver Solid Waste to the Facility in excess of the sum of 1,206,000 Tons per Annual Period plus the amount, if any, of additional On-Site Waste requested by the Company pursuant to Section 6.14(c). In determining whether such Trash in excess of 400,000 Tons per Annual Period is available to the County for Delivery to the Facility, the following uses of Trash by the County shall be deemed to be circumstances beyond the County's control and not due to actions taken by the County: (i) Trash the County needs to comply with the Waste Management Agreement; and (ii) the County's decision to not direct Trash to the Facility from municipalities which have entered into interlocal agreements with the County for solid waste disposal, but only to the extent of 100,000 Tons of Solid Waste per Annual Period from such municipalities which may be delivered to the Waste Management Inc. of Florida landfill in the City of Medley, Florida under the terms of the Waste Management Agreement.

(c) In addition to the amount set forth in Section 6.14(a), it is the intent of the parties that in the event Solid Waste is not unavailable to the County for delivery to the Facility for circumstances beyond the County's control and not due to actions taken by the County (as set forth in Sections 6.14(a) and (b)), the Company may request, and the County shall Deliver to the Facility, all On-Site Waste available to the County.

(d) [omitted]

(e) The County shall not Deliver or cause to be Delivered any Trash to the Facility from the Central Transfer Station currently located at 1150 NW 20th Street, Miami, Florida or any successor or replacement for such transfer station, and such Trash shall not be deemed available unless it is requested by the Company.

(f) The Company shall be permitted to transfer Trash to third parties in exchange for equivalent amounts of Garbage, provided that such transfer of Trash for Garbage does not have a material adverse effect on the County. The transfer of Garbage shall be on terms and conditions satisfactory to the Company and the Mayor or his/her designee.

(g) At its option, the Company may Process Rejects, including Reject Overs, as On-Site Waste, provided that the amount of Rejects, including Reject Overs, Processed as On-Site Waste shall not exceed 10.9% of the Trash Accepted for Processing by the Company in any Annual Period. The amount, if any, of Rejects, including Reject Overs, Processed as On-Site Waste shall count toward the County's Annual On-Site Waste Guaranteed Tonnage and the Company's Annual On-Site Waste Processing Guarantee. Any Rejects, including Reject Overs, Processed as On-Site Waste shall be counted as On-Site Waste Accepted for Processing by the Company for all purposes in this Agreement. Reject Overs Processed as On-Site Waste shall not be redeposited on the Trash Tipping Floor or in the Trash pit. The Company shall utilize reasonable efforts to operate the Recyclable Trash Improvements so as to minimize the quantity of Reject Overs generated. The County shall utilize reasonable efforts to Deliver Trash, including yard waste, that is significantly free of Non-Processable Waste and other material not suitable for the production of RDF.

(h) The Company may obtain Solid Waste from third parties to be Processed at the Facility. The obtaining of such Solid Waste from third parties shall be on terms and conditions reasonably satisfactory to the Company and the Mayor or his/her designee, which terms and conditions shall be in writing. The provisions of this paragraph (h) are not intended to affect any of the obligations of the Company or the County under this Agreement, except to the extent set forth in such writing.

Article VII

COMPENSATION OF THE COMPANY AND THE COUNTY

7.1 Service Fee and Pass Through Costs.

7.1.1 Service Fee. Subject to adjustment as provided in Section 7.1.6 and Section 12.3, the County shall pay the Company, as of October 1, 2022 and throughout the Term of this Agreement, for operating and maintaining the Facility and Processing On-Site Waste, a service fee (the "Service Fee") in the amount of $59,731,200 per Annual Period. On October 1, 2027, immediately after the adjustment described in Section 7.1.6, the amount of the Service Fee shall be reduced by $2,000,000 and the reduced Service Fee shall continue to be adjusted thereafter as provided in Section 7.1.6.

7.1.2 Pass Through Costs.

(a) List of Pass Through Costs. The County shall pay for or reimburse the Company for all Pass Through Costs. The Company shall use commercially reasonable efforts to minimize the amount of the Pass Through Costs (i.e., efforts similar to those the Company would employ if it were incurring such costs for its own account). "Pass Through Costs" for any Semi-Monthly Period shall be an amount equal to the sum of the following items, to the extent paid or incurred by the Company, without duplication, in or prior to such Semi-Monthly Period to the extent the Company provides Cost Substantiation for such items:

(i) Chemicals and Reagents. The cost of any chemicals and reagents purchased for use in connection with the operation of the Facility, including water treatment chemicals (for boiler water, cooling water and makeup water), caustic soda, sodium hypochlorite, solvents, sulfuric acid and waste water chemicals, lime, ammonia, urea sulfuric acid, carbon and other chemicals used as reagents and all chemicals used in connection with odor control.

(ii) Hauling. The cost of hauling Non-Processible Waste, Residue, Ash, Rejects, Unders, and shredded tires and, as mutually agreed to by the County and the Company, any other Recovered Materials from the Facility in accordance with Article IV or as otherwise mutually agreed to by the County and the Company.

(iii) Fuel. The cost of oil, natural gas, diesel, propane or other fuel purchased for use in connection with the operation of the Facility.

(iv) Utilities. The cost of all utilities incurred in connection with the operation of the Facility, including water, sewer and electricity.

(v) Insurance. Any premiums paid or accrued by the Company for all insurance policies relating to the Facility, including commercial general liability insurance, automobile liability insurance, "all risk" property damage

insurance, business interruption insurance, pollution insurance and cyber insurance, but excluding worker's compensation insurance.

(vi) Permits. The cost of maintaining, administering and defending any permits relating to the Facility, other than costs and penalties associated with any breach by the Company of its obligations under this Agreement, and any fees for renewals of any permit, license, approval or similar authorization paid to any governmental or public entity, agency, commission or regulatory body.

(vii) Ancillary Electric Fees. The cost of transmission and marketing of electricity and related administrative fees.

(viii) Certain Taxes. (1) Any sales, use, real and personal property, ad valorem, excise, value added, gross receipts, gross income (to the extent not a substitute for net income taxes or an alternative minimum tax), leasing or leasing use tax paid by or on behalf of the Company as operator of the Facility imposed by the United States, the State of Florida, the County or any other taxing authority, jurisdiction, municipality or district of the United States or the State of Florida against the Company or the Facility or upon or with respect to the Facility or upon or with respect to the construction, registration, delivery, possession, use or control thereof by the Company, (2) any tax paid by or on behalf of the Company which is imposed by the Unites States, the State of Florida, the County or any other taxing authority, jurisdiction, municipality or district of the United States or the State of Florida solely on the Company with respect to the Company, the Facility or on the waste-to-energy, waste disposal, power generation or refuse-to-energy industries or as to which such facilities or their owners or operators are a significant and intended factor, but not including any tax generally applicable to all taxpayers, (3) any tax in respect of the environmental impact of the Facility, or (4) any federal or state tax imposed on energy produced by the Facility. For the purpose of this Section 7.1.2(a)(viii), "taxes" include any tax, fee, levy, duty, impost, charge, surcharge, assessment or withholding, or any payment in lieu thereof, and any related interest, penalties or additions to tax. Pass Through Costs shall not include: (a) any taxes based on or measured by net income; (b) any payroll, franchise or employment taxes; and (c) any taxes imposed by a foreign government or any of their taxing agencies.

(viii) Odor Control. The cost of operating the Facility's odor control monitoring system.

(b) Administrative Fee. The amount payable by the County for Pass Through Costs each Semi-Monthly Period pursuant to Section 7.1.2(a) shall be subject to an increase of ten percent (10%) to compensate the Company for its

administration of the items constituting Pass Through Costs. The ten percent (10%) fee shall be paid to the Company simultaneously with the County's payment of the Pass Through Costs.

7.1.3 Tires Tipping Fee. Subject to adjustment as provided in Section 7.1.6, as of October 1, 2022 and throughout the Term of this Agreement, the County shall pay to the Company for shredding tires in accordance with the requirements of Section 4.12.2 a tipping fee of $107.54 per Ton for each Ton of Clean Tires Accepted for handling and shredding by the Company pursuant to section 4.12.2 and $122.46 per Ton for each Ton of Unclean Tires Accepted for handling and shredding by the Company pursuant to Section 4.12.2 (the "Tires Tipping Fee"). Notwithstanding the foregoing, if any Clean Tires or Unclean Tires are not returned to the County for disposal, the Tires Tipping Fee to be paid by the County in respect of such tires shall be $124.35 per Ton of Clean Tires and $136.60 per Ton Unclean Tires, in each case as of October 1, 2022, which amount is subject to adjustment as provided in the immediately following sentence. The Tires Tipping Fee for tires that are not returned to the County for disposal shall increase when and as the County's Disposal Fee for tires increases subsequent to October 1, 2009, and the amount of such increase shall be equal to the percentage of the increase in the County's Disposal Fee for tires.

7.1.4 Additional Payments.

(a) Subject to adjustment as provided in Section 7.1.6 and Section 12.3, the County shall pay to the Company as of October 1, 2022 and throughout the Term of this Agreement a tipping fee (the "Incentive Fee") in the amount of $27.45 per Ton for each Ton of Excess On-Site Waste Accepted for Processing by the Company after the County has achieved its Annual On-Site Waste Guaranteed Tonnage in any Annual Period.

(b) Subject to adjustment as provided in Section 7.1.6 and Section 12.3, the County shall pay to the Company as of October 1, 2022 and throughout the Term of this Agreement the Incentive Fee for each Ton of Rejects, including Reject Overs, Processed by the Company in accordance with Section 6.14(g).

7.1.5 Other Payments to Company. The County may request that the Company provide, on an as needed basis, miscellaneous services in connection with the Processing or disposal of Solid Waste Accepted by the Company. These miscellaneous services may include studies, environmental test programs or contracts with third parties approved by the County for disposal, recovery or reuse of components of the Solid Waste. The County shall pay the Company's pass-through cost of such services, which may include profit and/or management fees, provided that the County's Department of Solid Waste Management, in its sole discretion, approves

the entity (which may be the Company) that will manage the provision of the services. The Company shall not be obligated to agree to perform any of the services described in this Section 7.1.5.

7.1.6 Adjustment to Fees.

(a) Consumer Price Index. On October 1, 2023 and on the first day of each Annual Period thereafter, the Service Fee, the Tires Tipping Fee and the Incentive Fee shall be adjusted upward or downward for inflation or deflation using changes, if any, in the Consumer Price Index for the prior period of July 1st through June 30th.

(b) Limitation. The adjustment to be made pursuant to Section 7.1.6(a) shall be limited to a maximum amount of 5.0% for any Annual Period; provided, however, that in the event the increase or decrease in the Consumer Price Index in any Annual Period is greater than 5.0% the excess of such amount over 5.0% shall be carried forward and included in the adjustment for the immediately following Annual Period(s) until the full amount of such adjustment in the Consumer Price Index has been given effect, subject to the maximum annual increase or decrease of 5.0%.

(c) Waste Management Hierarchy. In the event the Annual On-Site Waste Guaranteed Tonnage is reduced in accordance with Section 6.4.2, the Service Fee for such Annual Period shall be reduced by an amount equal to (i) the number of Tons by which the Annual On-Site Waste Guaranteed Tonnage is reduced, (ii) multiplied by the Service Fee in effect immediately prior to such adjustment, (iii) divided by the Annual On-Site Waste Guaranteed Tonnage in effect immediately prior to such adjustment, (iv) multiplied by 0.75.

7.1.7 Deductions. The County shall pay to the Company the Service Fee, the Pass Through Costs, the Tires Tipping Fee, the Incentive Fee and other payments set forth in Sections 7.1.1 through 7.1.5, inclusive (as adjusted by Section 7.1.6.), in accordance with the provisions of Section 7.1.8, provided, however, that the County shall deduct from such amounts any amounts due to the County from the Company pursuant to Sections 3.16.6, County Right to Repair, 10.2.2, Annual On-Site Waste Processing Guarantee, 10.2.3, Combined Residue/Rejects Guarantee and 10.4, Damages Due to Violations of Environmental Law. Any deduction with respect to Sections 3.16.6 and 10.4 may be made as early as the first Semi-Monthly Period after the end of the Month to which such deduction relates. Any deduction with respect to Sections 10.2.2 and 10.2.3 may be made as early as the first Semi-Monthly Period after the end of the Annual Period to which such deduction relates.

7.1.8 Method of Payment.

(a) The County shall pay the Company the applicable Service Fee, Pass Through Costs, Tires Tipping Fee and Incentive Fee for each Semi-Monthly Period on the 15th day immediately following the end of each Semi-Monthly Period during the Term of this Agreement, commencing on October 16, 2022 for the Semi-Monthly Period of October 1 through October 15, 2022. The payment made in respect of each Semi-Monthly Period shall be the sum of (a) 1/24th of the Service Fee for such Annual Period, (b) the Pass Through Costs for which the Company has provided Cost Substantiation to the County at least thirty (30) days prior to the end of such Semi-Monthly Period, (c) the Tires Tipping Fee multiplied by the number of Tons of Clean Tires or Unclean Tires, as the case may be, actually Accepted for Processing by the Company in such Semi-Monthly Period, (d) the Incentive Fee multiplied by the number of Tons of Solid Waste Accepted for Processing by the Company in such Semi-Monthly Period in excess of 972,000 Tons for the Annual Period in which the Semi-Monthly Period occurs and (e) the Incentive Fee multiplied by the number of Tons of Rejects, including Reject Overs, Processed by the Company in accordance with Section 6.14(g). Such amounts shall be paid as adjusted pursuant to Section 7.1.6 and reduced by the deductions in Section 7.1.7. Payment of amounts for each Semi-Monthly Period shall be made to the Company, by wire transfer or similar electronic payment, on the first Working Day to occur after the conclusion of such Semi-Monthly Period.

(b) Promptly after the execution and delivery of this Agreement by the County and the Company, the parties shall determine whether the payments actually made by the County to the Company, whether pursuant to the Existing Agreement or this Agreement, for periods from and after October 1, 2022 are greater than, equal to or less than the payments that were due from the County to the Company for such periods under the terms of this Agreement. If the County's actual payments to the Company for periods from and after October 1, 2022 are less than the payments due to the Company under this Agreement for such periods, the County shall increase the payment for the next Semi-Monthly Period to the Company by the amount of such underpayment. If the County's actual payments to the Company for periods from and after October 1, 2022 are greater than the payments due to the Company under this Agreement for such periods, the County shall decrease the payment for the next Semi-Monthly Period(s) to the Company by the amount of such overpayment. The intent of the parties in undertaking this one-time reconciliation is to put the parties in the economic position they would have been in if this Agreement had been executed and delivered prior to its Effective Date of October 1, 2022.

7.1.9 County Payment.

(a) The County covenants and agrees to appropriate in its annual budget, including by amendment, if required and to the extent permitted and in accordance with budgetary procedures provided by the laws of the State of Florida, to meet its payment obligation under this Agreement, sufficient amounts of non-ad valorem revenues of the County. Such covenant and agreement on the part of the County to budget and appropriate such amounts of non-ad valorem revenues shall be cumulative, and shall continue until such non-ad valorem revenues in amounts sufficient to meet the County's payment obligations under this Agreement shall have been budgeted, appropriated and actually paid.

(b) The obligations of the County under this Agreement shall not be deemed to constitute a general obligation, debt or liability of the County or the State of Florida or any political subdivision of either or a pledge of the faith and credit of the County or the State of Florida or of any such political subdivision, but shall be payable solely from legally available non-ad valorem revenues of the County. The execution of this Agreement by the County shall not directly or indirectly or contingently obligate the County or the State of Florida or any political subdivision or agency or instrumentality of either to levy or pledge any form of ad valorem taxation whatever therefor or to make any appropriation for their payment.

7.2 Electric Revenues.

7.2.1 Energy Revenues. The County shall retain all revenues for the sale of energy generated at the Facility, and the Company shall not be entitled to any of such revenues. The County shall bear the sole cost of all deposits, guarantees or insurance required for the sale or transmission of electricity, as well as all costs and expenses relating to the sale or transmission of electricity.

7.2.2 Future Legislation. In the event any legislative or executive branch of any government enacts rules or legislation creating a financial or other incentive to be added to any payments received for the sale of energy generated by the Facility to assist local governments in the installation or operation of pollution control devices for resource recovery facilities, all such revenues shall be kept by the County.

7.2.3 Contracts for Sale of Electricity. During the period from October 1, 1990 and throughout the remaining Term of this Agreement, the County may, at its discretion, enter into contracts or interdepartmental agreements for the sale or use of electricity generated at the Facility. To the extent that the County does not otherwise commit to sell or use the electricity, the Company shall use commercially

reasonable efforts to assist the County in obtaining contracts for the sale of energy. Revenues from the sale of electric energy proposed by the Company shall be retained by the County as provided in Section 7.2.1. Any such contracts proposed by the Company shall be subject to prior approval of the County by action of the Board of County Commissioners. The County may decline to approve such contracts which impose any burdens or obligations upon the County, including, but not limited to, (i) a requirement in such proposed contract that security be posted by the County or (ii) a requirement in such proposed contract that the County be responsible for penalties or damages for breach under such contract.

7.2.4 Non-Energy Attributes. Any revenues generated by Non-Energy Attributes that were initially presented to the County by the Company and subsequently contracted, net of costs of development, documentation, verification and marketing of such Non-Energy Attributes, which shall be reimbursed to the party(ies) that incurred such costs, shall be shared equally by the County and the Company. The County shall pay the Company's share of any revenues generated by Non-Energy Attributes, including the costs described in the immediately preceding sentence, in the same manner as the payments described in Section 7.1.8(a).

7.3 Payment for Recovered Materials. The County shall pay to the Company an amount equal to one hundred percent (100%) of revenues actually received by the County from third parties for the sale of Recovered Materials from the Facility, provided, however, that no sums paid to the County under Section 7.6 shall be paid to the Company.

7.4 Payment for Ash. If Ash undergoes any additional processing before it is sold to a third party and if the County pays for such processing or provides the transportation for removing the Ash from the Site, the County shall be reimbursed by the Company from the proceeds of such sale for its costs for processing and transporting the Ash. In no event shall such reimbursement exceed the revenues received by the Company for the sale of the Ash, provided, however, that the County has the right to refuse to provide such services or pay such costs if such reimbursement will not cover the County's entire cost.

7.5 Method of Payment of Additional Revenues. The payments for Recovered Materials and Ash in Sections 7.3 and 7.4 payable to the Company shall be paid to the Company within fifteen (15) Working Days of County's receipt of same.

7.6 Imported Metals Processing.

7.6.1 Importation of Metals. The Company, at its option, may import ferrous and non- ferrous metals from sources other than the Facility (whether inside

or outside the County boundaries) for quality upgrading at the metals processing plant, provided that the processing of such metals shall not take precedence over the processing of the metals recovered at the Facility and provided that the Company keeps metals recovered at the Facility segregated from imported metals.

7.6.2 Regulatory Permits and Approvals. Prior to commencing the importation of metals, the Company shall notify all applicable regulatory agencies of its plan to import metals for processing at the Facility and shall obtain all the required permits and approvals.

7.6.3 County's Notification to Terminate Processing. The County shall have the right to require the termination of the processing of imported metals at the Facility if the County or the Bond Engineer determine that such processing interferes with the operation of the Facility, violates Environmental Laws or creates a nuisance. The County shall notify the Company in writing of its decision to disallow the processing of imported metals at the Facility at least thirty (30) days in advance of the termination date.

7.6.4 Disposition of Process Residuals. The Company shall pay the applicable Disposal Charge for disposal of residuals of processing of imported metals, including Ash, in any of the County disposal facilities.

7.6.5 Weighing. All imported metals and all products and process residuals of imported metals processing shall be weighed at the Scalehouse. All products of metals recovered at the Facility shall be weighed at the Scalehouse. Imported metals products, recovered metals products and process residuals of imported metals processing must each be weighed separately.

7.6.6 Payment for Processing Ferrous Metals. The Company shall pay the County monthly, throughout the Term of this Agreement, a fee of $4.14 as of October 1, 2022 for each Ton of metals produced by the metals processing plant from imported metals, for up to 15,000 Tons of metals produced per Annual Period. In addition, in the event that the Company produces imported metals in excess of 15,000 Tons per Annual Period, the Company shall pay the County monthly, throughout the Term of this Agreement, a fee of $2.08 as of October 1, 2022 for each Ton of metals produced by the metals processing plant from imported metals in excess of 15,000 Tons of metals produced per Annual Period.

7.7 Specialty Waste Processing. Specialty Waste (whether from inside or outside the County boundaries) may be Accepted at the Facility for Processing, provided that the County's Department of Solid Waste Management and

the Company mutually agree upon an operational and financial program for this activity.

Article VIII

INSURANCE

8.1 Insurance to be Maintained by the Company. Throughout the Term of this Agreement, the Company shall provide a certificate of insurance which shows coverage has been obtained with companies authorized to do business in the State of Florida and which are rated no less than "A-" as to financial strength and no less than "Class VII" as to financial size by the latest edition of Best's Insurance Guide, or its equivalent, as outlined below:

(i) Worker's Compensation Insurance for all employees of the Company as required by Florida Statutes, Chapter 440;

(ii) Commercial General Liability Insurance on an occurrence policy basis in an amount not less than $10,000,000 combined single limit per occurrence for bodily injury and property damage. The policy shall be endorsed to include contractual liability and personal injury liability coverage. The policy shall also be endorsed to show that the exclusion for the explosion, collapse and underground hazards has been deleted. The County shall be named as an additional insured with respect to this policy;

(iii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage;

(iv) "all risk" property damage insurance covering loss, damage or destruction to property on the Site that is owned or leased by the Company in an amount equal to the full replacement cost value of such property. The Company shall cause its insurer(s) to waive its right of subrogation against the County; and

(v) Business interruption insurance and extra expense covering the Company's lost revenue and extra expenses resulting from the total or partial suspension of, or interruption in, the Company's operation of the Facility caused by loss or damage to or destruction of the building, machinery and equipment, personal property, etc. in an amount equal to the Company's actual loss sustained (gross revenue less discontinuing expense). This coverage will not provide protection for any of the County's lost revenue or extra expense. Coverage for that exposure shall remain with the County, and the Company shall at no time be responsible for such loss.

(vi) Environmental Liability Insurance in an amount not less than $10,000,000 per claim / $10,000,000 policy aggregate, covering the cost of third party claims for bodily injury or property damage, remediation expenses, and legal defense expenses because of a pollution conditions on, at, under or migrating from the Site, or expense or claim related to the release or threatened release of hazardous materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest

8.2 Insurance to be Maintained by the County. The County shall maintain "all risk" property damage insurance covering loss, damage or destruction to the Facility, including boiler and machinery, for the full replacement value of the Facility, including boiler and machinery, with a company authorized to do business in the State of Florida which is rated no less than "A-" as to financial strength and no less than "Class VII" as to financial size by the latest edition of Best's Insurance Guide. The County shall cause its insurer(s) to waive its right of subrogation against the Company, its directors and officers, employees, parents and subsidiaries. The Company shall be named as an additional insured with respect to this policy. The County, at its sole option and expense, may obtain business interruption insurance and extra expense covering the County's lost revenues and extra expenses resulting from the total or partial suspension of, or interruption in, the operation of the Facility. The Company will not indemnify or hold harmless the County for any business interruption or extra expense loss, even if such loss is caused by the Company's negligence.

8.3 Deductible Amount to be Paid by Company. As of January 1, 1991 the County's property insurance program contained a $500,000 deductible per occurrence and the boiler and machinery insurance program contains a $200,000 deductible per occurrence. The Company shall be responsible for the deductible per occurrence with respect to damage to the building, boiler, equipment and machinery, up to a maximum of $500,000. The County agrees to be responsible for any difference between $500,000 per occurrence and a greater deductible and/or self-insured amount.

8.4 Terms of Certificates. Each Party shall provide to the other party a certificate of insurance for coverage's required under this Agreement. The certificate(s) shall provide that thirty (30) days prior written notice be given in the event of a cancellation or other material change.

8.5 Reconstruction of Facility; Application of Insurance Proceeds.

8.5.1 Voluntary Reconstruction; Mandatory Reconstruction. If any useful portion of the Facility shall be damaged or destroyed, the County shall, as

expeditiously as possible, determine whether it wishes to reconstruct the Facility or not to reconstruct the Facility. If the County determines to undertake such reconstruction, the County shall, as expeditiously as possible, commence or cause to be commenced and thereafter continuously and diligently prosecute or cause to be prosecuted such reconstruction at the County's expense.

8.5.2 Payment of Proceeds. The proceeds of any insurance paid on account of damage or destruction to all or a portion of the Facility (other than that paid for personal property owned or leased by the Company and business interruption loss insurance proceeds payable to the Company), shall be held by the County in a special account and made available for, and to the extent necessary, be applied to, the cost of such reconstruction or replacement. In the event the amount of insurance provided exceeds what is necessary to remedy such damage or destruction at the Facility, such excess proceeds shall be applied to any lawful purpose of the County.

8.5.3 Resulting Changed Technology. If reconstruction or repairs chosen by the County results in changed technology which causes a change in the operations and maintenance expense to the Company or the Processing capacity of the Facility, a new Service Fee shall be negotiated and adjusted accordingly.

8.6 Failure to Maintain Insurance. The failure by either the County or the Company to obtain or maintain the policies of insurance referred to in this Article VIII shall not relieve the County or the Company, as the case may be, from their respective obligations under this Agreement.

Article IX

LIABILITY, INDEMNITY AND DAMAGES

9.1 Consideration for Indemnification. The indemnities provided in this Agreement are in consideration of the agreement by the County to pay the Company the first $5,000,000 of the Service Fee pursuant to this Agreement and the parties hereby acknowledge the adequacy of such consideration. The amount of such consideration shall in no way limit the liability of the Company or the County pursuant to the indemnifications provided for herein. Further, any and all indemnifications by the Company or the County contained in this Agreement are intended to and shall survive the termination or expiration of this Agreement with respect to events or circumstances existing prior to such termination.

9.2 General Indemnity of Company. Except as otherwise provided in Section 3.5 and Section 10.8, the Company shall indemnify, save and hold harmless each Indemnified County Party and their respective officers, directors, agents,

servants and employees from and against all damages, claims, liabilities, costs and expenses, including reasonable attorneys' fees at the trial and appellate levels, assessed against any such Person and not otherwise satisfied by insurance policies maintained in accordance with the provisions of this Agreement, arising out of injuries (including death) to any and all third persons or the property of third persons which result from, occur in connection with, or arise out of (i) errors and omissions of the design and construction of the Work, (ii) negligence and wrongful acts of the operation and maintenance of the Facility and (iii) the failure by the Company to perform any obligation of the Company under the terms of this Agreement in accordance with the terms of this Agreement.

9.3 Patent Infringement.

9.3.1 Company Indemnity. The Company shall, at its own expense, indemnify, save and hold harmless and pay any and all awards of damages assessed against any Indemnified County Party from and against any liability or loss, costs and expenses, including attorneys' fees at the trial and appellate level, claims, suits or judgments on account of infringements of patented, copyrighted or uncopyrighted works, alleged "secret processes", alleged "trade secrets", patented or unpatented inventions, articles or appliances, or third party claims thereof pertaining to the Facility, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by the Company, its Contractors or subcontractors; provided the County forthwith (i) forwards to the Company any communication charging infringement upon receipt; (ii) forwards to the Company all process, pleadings and other papers served in any action charging infringement; and (iii) gives the Company the opportunity to defend any such action.

9.3.2 Release of Injunctive Order. If, in any suit or proceeding, a temporary restraining order or preliminary injunction is granted against operation of the Facility, the Company shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the release of such order or injunction.

9.3.3 License. If, in any suit or proceeding, the Capital Improvements or the Capital Projects, or any part thereof, or any combination or process utilized by the Company in connection with the Capital Improvements, the Capital Projects or the operation and maintenance of the Facility, is held to constitute an infringement and its use is permanently enjoined, the Company shall, at once, make every reasonable effort to secure for the County a license, at the Company's expense, authorizing the continued use of any such disallowed component, part or process.

9.3.4 Replacement. If the Company is unable to secure such a license within a reasonable time, the Company shall, at its own expense, and without

impairing the performance requirements or the construction of the Capital Improvements or the Capital Projects or operation of the Facility or any part thereof, combination thereof or process therein, cause the same to be replaced with noninfringing components or parts or modify the same so that they become noninfringing.

9.4 Defense of Claims. In the event any action or proceeding shall be brought against the County by reason of any claim covered hereunder, the County shall give prompt Notice of such claim to the Company, and the Company shall, at the written request of the County, resist or defend such claim at its sole cost and expense and the Company shall not settle such claim without the express written consent of the County, provided, however, in the event that the Company secures a release of all liability with respect to the County and the County is not required to take any action, either currently or prospectively, or pay any money, then such consent shall not be required.

Article X

LIQUIDATED DAMAGES

10.1 [omitted]

10.2 Damages For Failure of Performance.

10.2.1 [omitted]

10.2.2 Annual On-Site Waste Processing Guarantee. Except as otherwise provided in Article XII, commencing on October 1, 2024, if during any Annual Period the Company fails to Accept for Processing On-Site Waste in an amount at least equal to the applicable Annual On-Site Waste Processing Guarantee (other than as a result of the failure of the County to perform its obligations under this Agreement in accordance with the terms of this Agreement), and the County is capable of Delivering an amount at least equal to the Annual On-Site Waste Processing Guarantee, the Company shall be obligated to pay to the County as liquidated damages hereunder the Incentive Fee for each Ton of On-Site Waste which the Company fails to Accept for Processing below the Annual On-Site Waste Processing Guaranty; provided that the maximum number of Tons to which the liquidated damages in this sentence shall apply shall be equal to ten percent (10%) of the Annual On-Site Waste Processing Guarantee. In addition to the liquidated damages set forth in the immediately preceding sentence, except as otherwise provided in Article XII, if during any Annual Period the Company fails to Accept for

Processing On-Site Waste in an amount equal to or greater than ninety percent (90%) of the applicable Annual On-Site Waste Processing Guarantee (other than as a result of the failure of the County to perform its obligations under this Agreement in accordance with the terms of this Agreement), and the County is capable of Delivering an amount at least equal to ninety percent (90%) of the Annual On-Site Waste Processing Guarantee, the Company shall be obligated to pay to the County as liquidated damages hereunder an amount equal to the then applicable Service Fee divided by 972,000 for each Ton of On-Site Waste which the Company fails to Accept for Processing below such ninety percent (90%) level.

10.2.3 Combined Residue/Rejects Guarantee. If in any Annual Period, the aggregate amount of Residue and Rejects returned to the County pursuant to Sections 4.9.1 and 5.6 exceeds the Combined Residue/Rejects Guarantee, the Company shall pay to the County as liquidated damages hereunder the applicable Disposal Charge for each Ton of Residue and Rejects returned to the County which exceeds the Combined Residue/Rejects Guarantee.

10.2.4 Annual Energy Guarantee. If in any Annual Period, the Annual Energy Guarantee exceeds the Actual Energy Produced, then provided the County has met the Annual On-Site Waste Guaranteed Tonnage for such Annual Period, the Company shall pay to the County as liquidated damages hereunder the amount determined by multiplying (a) the difference between the Annual Energy Guarantee for such Annual Period (in kwh/klbs) minus the Actual Energy Produced during such Annual Period (in kwh/klbs), times (b) the Total Steam Produced during such Annual Period (in klbs), times (c) the Florida Power & Light Average As Available Rate for such Annual Period, measured in $/kWh. An example of the calculation of the liquidated damages under this Section 10.2.4 is set forth in Appendix G. Without limiting the application of Section 4.4.3 to all of the Company's other obligations under this Agreement, the Company shall be relieved from its obligation to meet the Annual Energy Guarantee during any period in which the County fails to pay for or approve any Capital Maintenance Costs or delays any payment or approval for any Capital Maintenance Costs, and such failure or delay materially and negatively impacts the Company's ability to meet the Annual Energy Guarantee.

10.3 [omitted]

10.4 Damages Due to Violations of Environmental Laws. If the Company has not complied with its obligations under Sections 3.5.1 and 3.5.2, the County, after giving the Company such Notice and a reasonable opportunity to cure as is contemplated by Section 3.5.4, shall have the right to take whatever actions are necessary to correct the violation of Environmental Laws that is the subject of such

Notice and cure period and shall be entitled to withhold from the payment of the Service Fee, Pass Through Costs, Tires Tipping Fee and Incentive Fee set forth in Section 7.1 payable to the Company an amount equal to the sum of: (i) the costs incurred by the County in taking all corrective action; (ii) lawful fines, penalties and forfeitures charged against the County by any governmental agency charged with enforcement of Environmental Laws and regulations or judicial orders; (iii) costs and attorneys' fees incurred by the County in the prosecution or defense of any related court or administrative action; (iv) any loss of energy revenues; and (v) any and all damages, including costs and attorneys' fees, of whatever nature to third parties arising therefrom.

10.5 [omitted]

10.6 Damages Due to County's Failure to Deliver Garbage. If the County Delivers to the Facility On-Site Waste (excluding Excess On-Site Waste) which contains less than 732,000 Tons of Garbage on an Annual basis, then the County shall pay to the Company as liquidated damages hereunder an amount equal to $27.45 per Ton as of October 1, 2022, subject to adjustment as provided in Section 7.1.6 and Section 12.3, for each Ton of Garbage Delivered to the Facility in such Annual Period less than 732,000 Tons. The Combined Residue/Rejects Guarantee shall be adjusted accordingly for the Annual Periods during which the County Delivers less than 732,000 Tons of Garbage to the Facility.

10.7 Payments. Applicable damages due to the County pursuant to this Article X shall be computed at the end of each Annual Period and added to or subtracted from the Service Fee, Pass Through Costs, Tires Tipping Fee and Incentive Fee payable to the Company upon the next Semi-Monthly payment date pursuant to Section 7.1.8. With regard to damages due the County by the Company, the County, in its sole discretion and upon action by the Board of County Commissioners, may elect, in lieu of accepting such damages from the Company as provided in the preceding sentence, to accept payments in-kind for additional Capital Projects to the Facility, provided (i) that such Capital Projects are outside the scope of the Work contemplated by this Agreement, (ii) the installation or construction of such Capital Projects have not commenced at the time that the damages are assessed, and (iii) such Capital Projects have been accepted or approved by the County prior to their installation or construction. Applicable damages due to the Company pursuant to this Article X shall be computed at the end of each Annual Period and shall be paid by the County, after set-off of any damages due the County under this Article X or any funds due the County under any other provisions of this Agreement, to the Company not later than the last Working Day of the next occurring Semi-Monthly Period.

10.8 Consequential or Other Damages. Notwithstanding any other provision of this Agreement, neither party shall be responsible to the other for special, consequential, indirect or incidental damages from any cause arising out of or in connection with this Agreement, provided, however, the foregoing shall not limit the recovery of any liquidated damages the measure of which the Company and the County have specified in dollars in this Agreement.

10.9 Liquidated Damages. The parties acknowledge that damages for certain breaches of the parties' respective obligations under this Agreement are not capable of being ascertained and reasonably calculated, and as a result, the parties have agreed upon liquidated damages for certain breaches as set forth in this Article X. The parties agree that the respective damage amounts set forth in this Article X are reasonable and do not constitute a penalty.

10.10 Letter of Credit; Other Remedies.

10.10.1 Delivery of Letter of Credit; Drawing Rights. The Company has delivered to the County an irrevocable, direct pay Letter of Credit in the amount of $7,800,000 naming the County as beneficiary. The Letter of Credit shall provide that in the event the Facility does not Accept and Process Solid Waste as a result of a shutdown of the Facility caused by the Company or as a result of an action by the Company, and in addition to other remedies provided to the County under Section 11.3, the County shall have the right to draw on the Letter of Credit to pay (i) all costs of disposal of all Solid Waste available for Delivery to the Facility and not Processed, (ii) all handling costs if performed by the County and (iii) all transportation costs of such Solid Waste. The Letter of Credit shall also provide that the County shall have the right to draw on the Letter of Credit for any increase in the Service Fee set forth in Section 7.1.1 which may be required as a result of the replacement of the Company with a substitute operator after a Company Event of Default has occurred and is continuing. The Letter of Credit shall provide for multiple draws.

10.10.2 Approval of Letter of Credit. The Company shall provide the County with Notice of any new proposed Letter of Credit provider whose long-term credit rating shall be no less than "A" and the terms of the Letter of Credit not less than 60 days prior to the expiration of the Letter of Credit. The County shall approve or disapprove the terms of the Letter of Credit, which approval shall not be unreasonably withheld, within ten (10) days of the Company's Notice. The terms of the Letter of Credit shall provide that the original principal amount shall be reinstated by the Company no later than sixty (60) days from the date on which the County makes a draw.

10.10.3 Credit for Drawings; Other Remedies. The issuance of the Letter of Credit shall not limit the County's right to seek monetary remedies or other remedies under Section 10.9 or other Sections of this Agreement from the Company after a Company Event of Default has occurred and is continuing, provided, however, any drawings by the County under the Letter of Credit shall reduce by an amount equal to such drawing the amounts payable to the County by the Company under the Agreement in respect of which such drawings were made.

10.11 Letters of Credit. The County hereby acknowledges and agrees that no letter of credit to be provided under any term or provision of this Agreement shall obligate the Company to repay any drawings, letter of credit fees or other amounts otherwise due thereunder or shall be secured by any asset of the Company, provided, however, the foregoing shall not relieve the Company of its obligations to provide such letters of credit to the County in accordance with the terms of this Agreement.

Article XI

DEFAULT AND TERMINATION

11.1 Defaults by the Company. Each of the following is an Event of Default on the part of the Company (other than as a result of an Uncontrollable Circumstance, Change in Law or the failure of the County to perform its obligations under this Agreement in accordance with the terms of this Agreement):

11.1.1 Failure to Make Timely Payments. The Company shall fail to make payments owed hereunder to the County on the later to occur of (x) the tenth Working Day following the date when due or (y) the fifth Working Day after Notice from the County of such failure to make such payment. In the event that the Company fails to make timely payments within ten (10) Working Days of the date such payment is due, the amount due shall bear interest at the prime rate published from time to time in the Wall Street Journal, or another publication or bank mutually agreed to by the County and the Company, plus two percent (2%), from the 11th day after such payment is due until the date of payment;

11.1.2 Insolvency. The Company shall become insolvent, unable to meet its debts as they become due, as such phrase is interpreted under the Bankruptcy Code, or shall admit in writing its inability to meet such debts; shall file a petition seeking relief under any present or future federal or state insolvency statute; or shall have a petition in bankruptcy filed against it which is not discharged within 60 days after the filing thereof;

11.1.3 [omitted]

11.1.4 Company Liens on Facility. The placement or existence of any Company Liens on the Facility, which Company Liens are not removed or bonded within thirty (30) days after the placement of such Company Liens;

11.1.5 Failure to Make Timely Repairs. Subject to the compliance by the County of its obligations under Section 4.4.3, the Company shall fail to make timely repairs to the Facility in accordance with the provisions of Sections 3.16 and 3.17, provided that such repairs are in excess of $788,521.37 (as such amount shall be adjusted on the first day of each Annual Period beginning October 1, 2023 upward or downward for inflation or deflation using changes in the Consumer Price Index for the prior period of July 1st through June 30th);

11.1.6 [omitted]

11.1.7 Failure to Meet Environmental Obligations. The Company shall (i) violate Environmental Laws which results in the levy of a fine to the County which the Company does not pay when due or threatens a shut-down of the Facility which the Company does not remedy by meeting the regulatory agency's guidelines or entering into an agreement with the regulatory agency to correct the violation, or (ii) fail to satisfy its obligations under Section 3.5;

11.1.8 Facility Shut-Down. A Facility Shut-Down shall have occurred and be continuing as a result of a Company Event of Default (other than a Company Event of Default which is attributable to an Uncontrollable Circumstance, Change in Law or County Event of Default). If a Facility Shut-Down shall have occurred and be continuing as a result of a Company Event of Default, damages shall be due to the County for all Solid Waste available for Delivery to the Company but not Accepted and Processed as a result of such Facility Shut-Down which damages shall be equal to (i) all costs of disposal of all Solid Waste available for Delivery to the Facility and not Accepted and Processed as a result of such Facility Shut-Down, (ii) all handling costs related to such disposal of such Solid Waste if performed by the County plus (iii) all transportation costs of such Solid Waste;

11.1.9 Failure to Comply With Other Material Obligations. The Company shall fail to comply with any other material obligations of this Agreement, provided that the determination of materiality is determined by the Bond Engineer, and such failure is not corrected within thirty (30) days after Notice is given to the Company of such failure; or if such failure cannot reasonably be corrected within thirty (30) days, as determined by the Bond Engineer, then within such period as the Bond Engineer shall determine to be reasonable;

11.1.10 Failure to Discharge. The Company shall have failed to discharge any Person required to be discharged under Section 4.4.2 (except to the extent such discharge is prevented by applicable law); or

11.1.11 Failure of Company to Maintain Letter of Credit. The Company shall fail to maintain the Letter of Credit referred to in Section 10.10 in the amount required therein.

11.2 Defaults by the County. Each of the following is an Event of Default on the part of the County (other than as a result of an Uncontrollable Circumstance, Change in Law or the failure by the Company to perform its obligations under this Agreement in accordance with the terms of this Agreement):

11.2.1 Failure to Make Timely Payments. The County shall fail to make payments owed hereunder (including, without limitation, payments owed under Sections 4.4.3 and 6.9(d)) to the Company on the later to occur of (x) the tenth Working Day following the date when due or (y) the fifth Working Day after Notice from the Company of such failure to make such payment. In the event that the County fails to make timely payments within ten (10) Working Days of the date such payment is due, the amount due shall bear interest at the prime rate published from time to time in the Wall Street Journal, or another publication or bank mutually agreed to by the County and the Company, plus two percent (2%) from the 11th day after such payment is due until the date of payment;

11.2.2 Insolvency. The County shall become insolvent, unable to pay its debts as they become due, as such phrase is interpreted under the Bankruptcy Code, or shall admit in writing its inability to meet such debts; shall file a petition seeking relief under any present or future federal or state insolvency statute; or shall have a petition in bankruptcy filed against it which is not discharged within sixty (60) days after the filing thereof;

11.2.3 Failure to Meet Minimum Delivery and Garbage Percentage Standards. In any Annual Period, the County shall fail to Deliver no less than five (5) Days prior to the end of such period, at least eighty percent (80%) of the Annual On-Site Waste Guaranteed Tonnage or to Deliver at least forty-five percent (45%) Garbage to the Facility; or

11.2.4 Failure to Comply With Other Material Obligations. The County shall fail to comply with other material obligations of this Agreement (other than as provided in this Section 11.2) provided that, except in the case of any failure to comply with Section 4.4.3, the determination of materiality is made by the Bond Engineer, and each such failure is not corrected within thirty (30 days after Notice is

given to the County of such failure; or if such failure cannot reasonably be corrected within 30 days, if the County has not instituted reasonable and diligent steps to correct such failure within thirty (30) days after Notice is given to the County of such failure, or does not continue to take reasonable steps to correct such failure after such steps have been initiated.

11.3 Remedies of the County.

11.3.1 Payment of Amounts and Performance of Duties. If a Company Event of Default has occurred and is continuing, the County may, upon at least thirty (30) days prior Notice to the Company, terminate the Company's rights hereunder, whereupon the Company shall be obligated to pay to the County in immediately available funds the amounts provided in Section 11.3.2 and shall be obligated to fulfill the requirements of Section 11.3.4; provided, however, that in respect of a Company Event of Default under (x) Section 11.1.1 such Notice period shall be ten (10) days, (y) Section 11.1.2 such Notice period shall be five (5) days and (z) Section 11.1.8 such Notice period shall be two (2) days after the occurrence and continuation of the Facility Shut-Down referred to in such Section 11.1.8.

11.3.2 Successor Operator Expenses. In addition to the amounts payable under Section 11.3.1 and all other amounts otherwise due and owing to the County under this Agreement, the County shall be entitled to, and the Company shall pay to the County, all increases in the Service Fee referred to in Section 7.1.1 which may be required as a result of the replacement of the Company with a substitute operator after a Company Event of Default has occurred and is continuing.

11.3.3 [omitted]

11.3.4 Assignment of Information and Materials. Within ten (10) Working Days of receipt of the County's Notice of termination of this Agreement in accordance with Section 11.3.1, the Company shall turn over or assign to the County or its agents: (i) all machinery, equipment and materials purchased for or installed in the Facility and clear title thereto; (ii) all rights to use its patents, processes or alleged "trade secrets" acquired for the operation of the Facility; and (iii) all contracts, purchase orders or subcontracts for the operation of the Facility which the County notifies the Company it wants to have assigned.

11.3.5 Cooperation in Transition. Upon issuance by the County of a Notice of termination to the Company in accordance with Section 11.3.1, the parties shall mutually cooperate to insure an orderly transition of Facility operations. During such time, the County may enter the Facility and initiate procedures for the takeover of operations.

11.3.6 Right of Entry. Immediately upon termination of the Agreement by the County, the County may enter the Facility and have full rights to take over the operations thereof.

11.4 Remedies of the Company.

11.4.1 Payment of Amounts. If a County Event of Default has occurred and is continuing, the Company may, upon at least thirty (30) days prior written Notice to the County, terminate the Company's obligations hereunder, whereupon the County shall be obligated to pay to the Company the amounts provided in Section 11.4.2.

11.4.2 Payment of Amounts. If the Company terminates this Agreement for a County Event of Default, the Company shall be paid within ninety (90) days of termination: (i) the Service Fee, prorated through the date of termination, and Pass Through Costs, Tires Tipping Fee, Incentive Fee and other amounts owed by the County to the Company for Solid Waste already Processed or Recovered Materials or Ash already sold pursuant to Article VII; and (ii) all other amounts payable by the County to the Company hereunder with respect to the performance by the Company of its obligations under this Agreement. In addition, the Company shall be paid $5,686,313.07, as of October 1, 2022, per year from the date of termination until October 31, 2030 (or, if the Term has been extended for an additional three (3) year renewal term pursuant to Section 2.1, until the end of such renewal term), payable on an annual basis, provided, however, that for a portion of a year the amount due the Company as damages shall be the pro rata amount applicable to such part of a full year. The above-referenced $5,686,313.07 annual payment shall be escalated annually by applying the Consumer Price Index for each year from October 1, 2022 until the time of termination.

11.4.3 County Set-off. The County may set-off against such amounts due the Company hereunder any sums owed to the County by the Company under this Agreement.

11.5 Remedies. The remedies provided to the County pursuant to Section 11.3.1 and the remedies provided to the Company pursuant to Section 11.4.1 shall constitute the remedies available to the County in respect of a Company Event of Default and available to the Company in respect of a County Event of Default, provided, however, that in lieu of terminating the rights and obligations of the parties to this Agreement as so provided in such Section 11.3.1 and Section 11.4.1, the County or the Company, as the case may be, may bring an action at law or in equity

seeking damages or specific performance (where available) for a Company Event of Default or a County Event of Default, as the case may be, and provided, further, however, that the parties agree that the remedies available to the County and the Company for breaches under this Agreement for which liquidated damages are provided herein shall be limited to the recovery of such liquidated damages as set forth in this Agreement, any other monetary damages specifically set forth in this Agreement and equitable remedies.

11.6 Termination for Uncontrollable Circumstances or Change in Law. In the event that the County terminates this Agreement in accordance with Section 12.4, the County shall comply with the provisions of Article XIV and shall pay to the Company, within ninety (90) days of the date of termination, the amounts set forth in clauses (i) and (ii) of Section 11.4.2.

11.7 [omitted]

11.8 Interest. In the event that any payment required to be made by either the County or the Company pursuant to the provisions of this Agreement is not made for any reason on or before the date such payment is due, the full amount of such payment shall bear interest from the 11th day after such payment is due to the date such payment is actually made at the prime rate published from time to time in the Wall Street Journal, or another publication or bank mutually agreed to by the County and the Company, plus two percent (2%).

11.9 Set-off. The respective payment obligations of the Company and the County hereunder shall only be subject to set-off, abatement and reduction as expressly provided herein.

Article XII

UNCONTROLLABLE CIRCUMSTANCES AND CHANGES IN LAW

12.1 Notice of Event. Notwithstanding any other provision set forth in this Agreement, neither the County nor the Company shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement due to the occurrence of an Uncontrollable Circumstance or Change in Law. The party experiencing an Uncontrollable Circumstance or Change in Law shall, as a condition precedent to the right to claim excuse of performance, in connection therewith:

12.1.1 Occurrence Notice. Promptly notify the other party verbally, and within forty-eight (48) hours provide Notice of the occurrence of the Uncontrollable Circumstance or Change in Law;

12.1.2 Preparation of Report. As soon as practical, but in no event more than ten (10) Working Days thereafter, prepare and deliver to the other party a written description of (a) the events surrounding the commencement of the Uncontrollable Circumstance or Change in Law, and (b) its estimated duration and impact, including costs, if any, on the party's obligations under this Agreement; and

12.1.3 Cessation Notice. Promptly notify the other party of the cessation of the Uncontrollable Circumstance or Change in Law.

12.2 Continuing Obligations. Whenever an Uncontrollable Circumstance or Change in Law shall occur, the party affected thereby shall take whatever steps are necessary to attempt to eliminate the cause therefor, reduce the costs thereof and resume performance under this Agreement.

12.3 Cost Impact on Company. If the occurrence of an Uncontrollable Circumstance or Change in Law causes a decrease or increase in the Company's cost of operation and maintenance of the Facility, then the Service Fee, the Tires Tipping Fee and the Incentive Fee shall be mutually adjusted accordingly; provided, however, that any increase in the cost of operating and maintaining the Facility shall be limited to the estimated incremental direct cost increase as mutually agreed to by the parties, adjusted one (1) year thereafter upward or downward to reflect the actual costs which the Company is able to establish were proximately caused by the Uncontrollable Circumstance or Change in Law. The Company shall have the burden of proof to substantiate, by reasonable evidence, any such claimed increased costs. Alternatively, if the County and the Company agree that the impact of an Uncontrollable Circumstance or Change in Law is better expressed by reference to a variable, such as the type of fuel used or the amount of water used (rather than by reference to the Service Fee), then the parties may agree to a payment or other adjustment to address the impact of such Uncontrollable Circumstance or Change in Law. If proceeds of any insurance paid for by the Company pursuant to this Agreement shall be paid to the Company to meet such increased costs, the amount of any increase to the Service Fee, the Tires Tipping Fee and the Incentive Fee shall be reduced by the amount of such proceeds. Notwithstanding any other provision of this Agreement, the County may audit all financial records of the Company relating to such increased costs. In the event the Company is able to establish that the Uncontrollable Circumstance or Change in Law has had a direct effect on its ability to meet the Combined Residue/Rejects Guarantee, the parties shall mutually agree

upon an adjustment thereto. Notwithstanding the foregoing, in the event the County institutes a recycling program to comply with a Change in Law not caused by the County, the Company shall not be entitled to an increase in the Service Fee, the Tires Tipping Fee or the Incentive Fee as a result of loss in revenues resulting from a reduction in the amount of Recovered Materials which is directly attributable to the recycling program.

12.4 County's Right to Terminate. In the event that one (1) or more Uncontrollable Circumstances or Changes in Law causes an increase or projected increase in the County's disposal cost over the prior thirty-six (36) Month period, which cost shall include (i) the Service Fee, Pass Through Costs, Tires Tipping Fee and Incentive Fee; and (ii) the cost of disposal of Residue originating at the Facility; minus (iii) Energy Revenues generated from the operation of the Facility retained by the County; which increase shall be equal to or greater than fifty percent (50%) of the Service Fee, Pass Through Costs, Tires Tipping Fee and Incentive Fee paid by the County to the Company prior to the first Uncontrollable Circumstance or Change in Law within the most recent twelve (12) Month period, or seventy-five percent (75%) increase within the most recent twenty-four (24) Month period, or one hundred percent (100%) increase within the most recent thirty-six (36) Month period, then the County may declare this Agreement terminated upon sixty (60) days prior Notice to the Company, provided, however, this Agreement shall not terminate until the payment in full to the Company of all amounts set forth in clauses (i) and (ii) of Section 11.4.2 and compliance by the County with the provisions of Article XIV on or before the effective termination date for this Agreement. Commencing October 1, 2022, in lieu of the provisions of the immediately preceding sentence, in the event that one (1) or more Uncontrollable Circumstances or Changes in Law causes an increase or projected increase in the County's disposal cost over the prior 12-month period, which cost shall include (i) the Service Fee, Pass Through Costs, Tires Tipping Fee and Incentive Fee and (ii) the cost of disposal of Residue originating at the Facility; minus (iii) Energy Revenues generated from the operation of the Facility retained by the County (provided that the Company shall have the right to guarantee to the County the amount of any such Energy Revenues); which increase, measured on a per Ton of Solid Waste basis, shall be to an amount which is greater than the product of the County's then-current contract price for the disposal of Solid Waste to municipalities and third-party haulers multiplied by ninety-five percent (95%), then the County may declare this Agreement terminated upon sixty (60) days prior Notice to the Company, provided, however, this Agreement shall not terminate until the payment in full to the Company of all amounts set forth in clauses (i) and (ii) of Section 11.4.2 and compliance by the County with the provisions of Article XIV on or before the effective termination date for this Agreement. If the County exercises its right to terminate the Agreement pursuant to this provision, the County shall cease

to use the Facility after such termination to recover energy or burn Solid Waste. If the County has reasonable grounds to believe that it can operate the Facility at a lower cost than the proposed increased disposal cost, the County shall not terminate this Agreement and the Company shall make any improvements to the Facility, at the County's expense, suggested by the County or shall implement any changes in the procedures for or method of operating the Facility suggested by the County in order to lower such cost. The Company shall provide the County with sufficient records to document such lower cost and the Company and the County shall adjust the Service Fee to reflect such cost savings. In any event, the County may use fuel other than Solid Waste to generate electricity at the Facility.

12.5 CO Control; Relief from Damages. In order to operate the Facility in compliance with applicable law, the Company burns gas (e.g., propane and/or natural gas) in the boilers in order for emissions of carbon monoxide (CO) not to exceed applicable limits. The applicable law setting forth the CO emission limits constitutes a Change in Law under this Agreement. The burning of gas in the boilers generates Btu's, and the Processing capacity of the Facility is reduced by an amount equal to the amount of RDF with a Btu content equal to the Btu content of the gas so burned. Notwithstanding anything to the contrary set forth in any other provision of this Agreement, in the event the Processing capacity of the Facility is reduced during any period due to the burning of gas in order to comply with the CO emission limits, for purposes of any damages, penalty, deduction or default provisions of this Agreement (including, without limitation, Articles X and XI), the Company shall be deemed to have Processed an amount of On-Site Waste the Processing of which would yield RDF with a Btu content equal to the Btu content of the gas so burned, and the County shall not be liable for damages under Section 10.5 to the extent of any such reduction of the Processing capacity of the Facility. The provisions of this Section 12.5 shall not relate to gas burned in the boilers for purposes other than compliance with CO emission limits.

12.6 Mercury Analyzers. In the event of a Change in Law requiring the installation of mercury analyzers at the Facility, the Company shall pay, at its cost and expense, up to $750,000 toward the initial purchase and installation of four (4) Mercury analyzers.

12.7 CO2 Analyzers. The Company shall pay, at its cost and expense, up to $100,000 toward the initial purchase and installation of carbon dioxide (CO2) analyzers. The County shall pay the Company, in addition to the Service Fee, $12,000, in October 1, 2009 dollars and subject to adjustment as provided in Section 7.1.6(a) and Section 12.3, per Annual Period for the Company's operation and maintenance of the CO2 analyzers, and the County shall report the CO2 data to the

United States Environmental Protection Agency and any other applicable regulatory authorities. The payment described in the immediately preceding sentence shall be paid by the County simultaneously with its last payment each Annual Period under Section 7.1, and the payment for the Annual Period in which the CO2 analyzers are installed shall be prorated based upon the date of installation.

Article XIII

ADJUSTMENT TO OBLIGATIONS; CONTENTS OF APPENDICES; FEES

13.1 Adjustment to Obligations. In the event that any alteration or modification to the Facility by the County or the Company contemplated by this Agreement or any repair or reconstruction of the Facility is necessary following damage thereto and the effect thereof is to adversely affect the County's ability to meet its Annual On-Site Waste Guaranteed Tonnage or the Company's ability to meet its Annual On-Site Waste Processing Guarantee, and/or construction deadlines under this Agreement, proper adjustments may be made from time to time to such guarantees or deadlines upon mutual agreement by the administrative staffs of the Company and the County, provided that (x) a written report is mutually prepared by such staffs in sufficient detail to (i) demonstrate how the construction will affect, or has affected, the guarantees or deadlines, as the case may be and (ii) describe the adjustments to be made to this Agreement in order to compensate for such adverse affect and (y) such adjustments are approved by the Board of County Commissioners.

13.2 Adjustment to Contents of Appendices. Adjustment, modifications or changes to the (i) Project Descriptions or Schedules or (ii) any other technical term or any other provision contained in the Appendices shall be evidenced by a written instrument executed by the authorized representatives of the County and the Company referred to in Section 15.2, whereupon such adjustments, modifications and changes shall be deemed to have amended such Appendices to the extent provided in such instrument.

13.3 Fees. Except as otherwise expressly provided herein, none of the Service Fee, the Tires Tipping Fee or the Incentive Fee shall be adjusted hereunder without the prior approval of the Board of County Commissioners.

Article XIV

TERMINATION OF AGREEMENT

14.1 Termination of Agreement. Notwithstanding any provisions to the contrary contained in this Agreement, the County may only terminate this Agreement as provided in this Agreement, and the County may not terminate this Agreement for any reason on less than thirty (30) days prior written notice to the Company. In connection with any such termination, the County shall, on or before the effective date of such termination, cause a successor operator to assume as of the date of such termination: (i) the Company's obligations to the County under this Agreement; and (ii) the Company's obligations to all other Persons under all other contracts entered into by the Company in connection with the performance of the Work, in each case pursuant to such contracts and agreements as the County shall reasonably require. Any such assumption shall not release the Company from its obligations under Sections 11.3.2, 11.3.3, 11.3.4 and 11.3.5.

Article XV

MISCELLANEOUS

15.1 No Assignment. The Company may not assign any of its right, title or interest in this Agreement without the express permission of the County given in its sole discretion; provided that the Company may assign its rights and obligations under this Agreement to an Affiliate of the Company. The County may assign any of its rights or duties under this Agreement.

15.2 Representatives. The authorized representative of the County for purposes of this Agreement shall be the County Mayor or his/her designee. The authorized representative of the Company for purposes of the Agreement shall be the Vice-President, Regional Business Management of the GP or his/her designee. Either party may change its representative upon five (5) days prior Notice to the other party.

15.3 Notices. All Notices, consents and communications required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, recognized overnight courier or electronic mail, with Notice deemed to be given upon receipt, as follows:

If to the County:

County Mayor
Stephen P. Clark Center
111 NW 1st Street, 29th Floor
Miami, Florida 33128-1993
e-mail: Mayor@miamidade.gov

With a copy to:

Director
Department of Solid Waste Management
2525 NW 62nd Street, 5th Floor
Miami, Florida 33147
e-mail: Michael.Fernandez@miamidade.gov

and:

Miami-Dade County Attorney
Stephen P. Clark Center
111 NW 1st Street, Suite 2800
Miami, Florida 33128-1993
e-mail: David.Hope@miamidade.gov

If to the Bond Engineer:

Arcadis US Inc.
1000 NW 57th Court, Suite 770
Miami, Florida 33126
e-mail: Leah.Richter@arcadis.com

If to the Company:

Covanta Dade Renewable Energy, LLC
6990 NW 97th Avenue
Miami, Florida 33178
Attn: Vice-President, Regional Business Management
e-mail: sholkeboer@covanta.com

With a copy to:

Covanta Holding Corporation
445 South Street
Morristown, New Jersey 07960
Attn: General Counsel
e-mail: generalcounsel@covanta.com

and

Harper Meyer Perez Hagen Albert Dribin & DeLuca LLP
201 S. Biscayne Blvd, Suite 800
Miami, Florida 33131
Attn: Ronald Albert, Jr., Esq.
e-mail: ralbert@harpermeyer.com

Changes in the respective addresses to which such Notices may be directed may be made from time to time by either party by Notice to the other party.

15.4 Waiver. Unless otherwise specifically provided for by this Agreement, no delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of any other right under this Agreement.

15.5 Transfer of Ownership. If the County transfers ownership of all or any portion of the Facility to any Person, then such Person shall be bound by this Agreement and shall have no rights greater than those of the County pursuant to this Agreement, provided, however, no such transfer shall relieve the County of any of its obligations hereunder except as provided in this Agreement.

15.6 Representations of the Company. The Company represents that (i) it is a limited partnership duly formed and validly existing under the laws of the State of Florida; (ii) this Agreement has been duly authorized, executed and delivered by it in the State of Florida; (iii) it has the required power and authority to perform this Agreement; (iv) the Company and/or the GP have occupied, operated and maintained the Facility pursuant to the 1985 Management Agreement, the 1987 Management Agreement, the 1990 Management Agreement, the 1991 Management Agreement, the 1996 Management Agreement and the Existing Agreement from June 20, 1985 until the date of this Agreement; and (v) the Company is thoroughly familiar with the Facility and with all local conditions at the Facility and has all information necessary to perform the requirements of the Contract Documents.

15.7 Representations of the County. The County represents that (i) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County and constitutes its legal, valid and binding obligations and (ii) it has the required power and authority to perform this Agreement.

15.8 Performance by Parties. In the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

15.9 Entire Agreement. This Agreement amends and restates the Existing Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the operation, maintenance, repair and guarantee of performance of the Facility applicable during the Term. Except as provided in Section 13.2, any modification or amendment to the terms herein must be in writing, approved by the Board of County Commissioners and signed by authorized representatives of each party hereto. Effective October 1, 2022, this Agreement supersedes any previous understanding and commitments, whether oral or written, relating to the particular subject matter indicated above; including the 2010 Letter Agreement and any letter agreements entered into by the County and the Company prior to the date of this Agreement; provided, however, the letter agreement between the County and the Company dated January 25, 2021, relating to mobile metal (ash reuse), as extended by a letter agreement between the County and the Company dated January 19, 2022, shall survive the execution and delivery of this Agreement; and provided, further, that the Existing Agreement shall survive with respect to the period prior to the Effective Date of this Agreement (i.e., October 1, 2022). Since both parties have engaged in the drafting of this Agreement, no presumption of construction against either party shall apply.

15.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties, by execution of this Agreement, agrees to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida or in the United States District Court for the Southern District of Florida.

15.11 Agreement Binding. This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors, if any.

15.12 Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

15.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

15.14 Survivability. Any term, condition, covenant or obligation which requires performance by a party subsequent to the expiration or termination of this Agreement shall remain enforceable against such party subsequent to such expiration or termination.

15.15 Third-Party Beneficiaries. The parties agree that it is not intended by any of the provisions of this Agreement (a) that any Contractor or any other Person shall be deemed to be a third-party beneficiary pursuant to this Agreement, or (b) that anyone not a party to this Agreement shall be authorized to maintain an action pursuant to the terms of this Agreement.

15.16 Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid or illegal, such invalidity or illegality shall not affect any other provision of this Agreement but this Agreement shall be construed and enforced as if such invalid or illegal provision has not been contained in this Agreement.

15.17 Independent Engineer. Without limiting the other provisions of this Agreement, if a dispute arises under this Agreement which cannot be resolved by the mutual agreement of the parties, the County and the Company agree to employ an independent engineer mutually acceptable to the County and the Company to prepare a report which shall be nonbinding on the County and the Company, which report shall set forth recommendations to resolve any disputes between the Company and the County which result from the findings of the Bond Engineer contemplated by this Agreement. The Company and the County agree to share the cost of such independent engineer on an equal basis.

15.18 Disclosure. All contracts or business transactions or renewals thereof with the County, or any Person or agency acting for the County, including but not limited to: contracts for public improvements; contracts for purchase of supplies, materials or services other than professional; and leases, franchises, concessions or management agreements, shall require the Person contracting or transacting such business with the County to disclose under oath his or her full legal name and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract; provided, however, no disclosure shall be required of subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation, the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five percent (5%) or more of the outstanding stock in such corporation. If

the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. All assignments of any such contract or transaction, if otherwise authorized, shall comply with the provisions thereof. All transferees of interest required to be disclosed hereunder shall within 30 days of the transfer notify the County that the transfer has occurred. Notwithstanding anything in this Section to the contrary, the foregoing disclosure requirements shall not apply to contracts with publicly traded corporations, or to contracts with the United States or any department or agency thereof, the state or any political subdivision or agency thereof, or any municipality of this state. Any violation of this Section shall be deemed an Event of Default. The disclosure required under this Section shall be set forth in Appendix F.

15.19 Release. For the avoidance of doubt, the Company and the County hereby acknowledge and confirm that each of MIC and the GP have been released of all rights and obligations under this Agreement, except to the extent otherwise set forth in the Guarantee, including, without limitation, the right to receive payments of any amounts under or in respect of this Agreement.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the parties have set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers as of the date first set forth above.

ATTEST:

By: _____
Asst. **Secretary**
(SEAL)

COVANTA DADE RENEWABLE ENERGY, LLC

By: **COVANTA PROJECTS, LLC**
Authorized Member

By: _____
Vice President

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved as to Form and Legal Sufficiency

_____
Assistant County Attorney

Appendix E – Site and Facility Legal Description

SITE: Northeast ¼ Section 17, Township 53 South, Range 40 East of Miami-Dade County, Florida.

FACILITY: The Southeast ¼ of the Northeast ¼ Section 17, Township 53 South, Range 40 East of Miami-Dade County, Florida

APPENDIX F

AFFIDAVIT

D Scott Holkeboer deposes and says:

1. Pursuant to a certain Fourth Amended and Restated Operations and Management Agreement dated as of October 1, 2009, Covanta Dade Renewable Energy, LLC., a Florida limited liability company formerly known as Covanta Dade Renewable Energy Ltd. and which converted its form from a Florida limited partnership on December 31, 2014 (the "Company"), provides certain goods and services to Miami-Dade County, Florida. Such Fourth Amended and Restated Operations and Management Agreement is proposed to be amended and restated pursuant to a Fifth Amended and Restated Operations and Management Agreement.

2. The 100% of the membership interest in the Company is owned by Covanta Pasco, Inc., a Florida corporation ("Covanta Pasco").

3.. The business address of Covanta Pasco and of its directors and officers is as follows:

455 South Street
Morristown, NJ 07960

4. The directors and officers of Covanta Pasco are as follows:

Azeez Mohammed	President & Chief Executive Officer
Gregg Kam	Director, Executive Vice President & Chief Financial Officer
Thomas L. Kenyon	Director, Executive Vice President, General Counsel & Secretary
Matthew R. Mulcahy	Director
Adel Omrani	Executive Vice President WtE Operations, Safety & Engineering
Kevin Pliska	Vice President - Regional Operations Manager
James Reilly	Vice President and Treasurer
PaolaTaddeo	Vice President – Tax
Scott Holkeboer	Vice President & South Central General Manager
A. Bradley Howe	Assistant Secretary

5. All of the issued and outstanding stock of Covanta Pasco is owned by Covanta Projects, LLC a Delaware limited liability company ("CPI").

6. The business address of CPI and of its officers is as follows:

455 South Street
Morristown, NJ 07960

7. Officers of CPI are as follows:

Azeez Mohammed	President & Chief Executive Officer

Gregg Kam	Executive Vice President & Chief Financial Officer
Thomas L. Kenyon	Executive Vice President, General Counsel & Secretary
Adel Omrani	Executive Vice President WtE Operations, Safety & Engineering
Kevin Pliska	Vice President - Regional Operations Manager
James Reilly	Vice President and Treasurer
PaolaTaddeo	Vice President – Tax
Scott Holkeboer	Vice President & South Central General Manager
A. Bradley Howe	Assistant Secretary

8. 100% of the membership interest in CPI is owned by Covanta Energy Group, LLC., a Delaware limited liability company ("CEG").

9. The business address of CEG and of its officers is as follows:

455 South Street
Morristown, NJ 07960

10. The officers of CEG are as follows:

Azeez Mohammed	President & Chief Executive Officer
Gregg Kam	Executive Vice President & Chief Financial Officer
Thomas L. Kenyon	Executive Vice President, General Counsel & Secretary
Adel Omrani	Executive Vice President WtE Operations, Safety & Engineering
Kevin Pliska	Vice President - Regional Operations Manager
James Reilly	Vice President and Treasurer
PaolaTaddeo	Vice President – Tax
Scott Holkeboer	Vice President & South Central General Manager
A. Bradley Howe	Assistant Secretary

11. 100% of the membership interest in CEG is owned by Covanta Energy, LLC, a Delaware limited liability company ("CEC").

12. The business address of CEC and of its officers is as follows:

445 South Street
Morristown, NJ 07960

13. The officers of CEC are as follows:

Azeez Mohammed	President & Chief Executive Officer
Gregg Kam	Executive Vice President & Chief Financial Officer
Thomas L. Kenyon	Executive Vice President, General Counsel & Secretary
Adel Omrani	Executive Vice President WtE Operations, Safety & Engineering
Scott Holkeboer	Vice President & South Central General Manager
Kevin Pliska	Vice President - Regional Operations Manager

James Reilly	Vice President and Treasurer
Paola Taddeo	Vice President – Tax
A. Bradley Howe	Assistant Secretary

14. 100% of the membership interest in CEC is owned by Covanta Holding Corporation, a Delaware corporation ("CHC").

15. The business address of CHC and of its directors and officers is as follows:

445 South Street
Morristown, NJ 07960

16. The directors and officers of CHC are as follows:

Azeez Mohammed	President and Chief Executive Officer
Gregg Kam	Executive Vice President and Chief Financial Officer
Adel Omrani	Executive Vice President WtE Operations, Safety & Engineering
Thomas L. Kenyon	Executive Vice President, General Counsel and Secretary
Joseph J. Schantz II	Vice President and Chief Accounting Officer
Howard Lance	Director
JD Vargas	Director

17. All of the issued and outstanding stock of CHC is owned by Covert Intermediate, Inc. ("Covert Intermediate").

18. The business address of Covert Intermediate and of its directors and officers is as follows:

445 South Street
Morristown, NJ 07960

19. The directors and officers of Covert Intermediate are as follows:

Gregg Kam	Director and President
Gregg Kam	Executive Vice President and Chief Financial Officer
Adel Omrani	Executive Vice President WtE Operations, Safety & Engineering
Thomas L. Kenyon	Director and Secretary
James E. Reilly	Vice President and Treasurer
Paola Taddeo	Vice President, Tax
A Bradley Howe	Assistant Secretary

20. All of the issued and outstanding stock of Covert Intermediate is owned by Covert Parent, Inc. ("Covert Parent").

21. The business address of Covert Parent and of its directors and officers is as follows:

445 South Street
Morristown, NJ 07960

22. The directors and officers of Covert Parent are as follows:

Gregg Kam	Director and President
Gregg Kam	Executive Vice President and Chief Financial Officer
Adel Omrani	Executive Vice President WtE Operations, Safety & Engineering
Thomas L. Kenyon	Director and Secretary
James E. Reilly	Vice President and Treasurer
Paola Taddeo	Vice President, Tax
A Bradley Howe	Assistant Secretary

23. All of the issued and outstanding stock of Covanta Parent is indirectly majority owned by EQT Infrastructure V Investments S.a.r.l., a private equity fund that holds more than 1000 entities.

24. No party has any interest (legal, equitable, beneficial or otherwise) in the Fourth Amended and Restated Operations and Management Agreement and the Fifth Amended and Restated Operations and Management Agreement referred to in paragraph 1 above, with the exception of the parties named herein and any subcontractors, materialmen, suppliers, laborers or lenders which may have any such interest.

FURTHER AFFIANT SAYETH NOT.

IN WITNESS WHEREOF, the undersigned has executed this instrument.

[Name:] D. Scott Hollabee

STATE OF NJ
COUNTY OF Morris

The foregoing instrument was acknowledged before me this of 13 day of October, 2022, by [illegible] who is personally known to me / has produced License as identification.

HONORA MINOTTI
Notary Public - State of New Jersey
Commission # 50034306
My Comm. Expires Mar. 11, 2026

Honora Minotti (SEAL)
Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

APPENDIX G

ANNUAL ENERGY GUARANTEE

Contract Year	Duration	*Annual Energy Guarantee*
Contract Year 1	Oct 1st 2022 through Sep 30th 2023	61.56 kwh/klbs steam
Contract Year 2	Oct 1st 2023 through Sep 30th 2024	60.64 kwh/klbs steam
Contract Year 3	Oct 1st 2024 through Sep 30th 2025	59.73 kwh/klbs steam
Contract Year 4	Oct 1st 2025 through Sep 30th 2026	58.83 kwh/klbs steam
Contract Year 5	Oct 1st 2026 through Sep 30th 2027	57.95 kwh/klbs steam
Contract Year 6	Oct 1st 2027 through Sep 30th 2028	57.08 kwh/klbs steam
Contract Year 7	Oct 1st 2028 through Sep 30th 2029	56.23 kwh/klbs steam
Contract Year 8	Oct 1st 2029 through Sep 30th 2030	55.38 kwh/klbs steam
Contract Year 9	Oct 1st 2030 through Sep 30th 2031	54.55 kwh/klbs steam
Contract Year 10	Oct 1st 2031 through Sep 30th 2032	53.73 kwh/klbs steam

Liquidated Damages Calculation

If the Annual Energy Guarantee is not achieved, the following example shows the calculation of the payment the Company will make to the County:

Example for Contract Year 1:

Actual Energy Produced	= 60.56 kwh/klbs steam	
Annual Energy Guarantee	= 61.56 kwh/klbs steam	
Total Steam Produced	= 4,500,000 klbs	
Kwh shortfall	= 4,500,000 kwh	
FPL as Available rate	= $0.025/kwh	
Liquidated Damages ($)		= $112,500

APPENDIX I
Guarantee

GUARANTEE OF PERFORMANCE OF COVANTA DADE RENEWABLE ENERGY, LLC
BY COVANTA HOLDING CORPORATION IN CONNECTION
WITH THE OPERATIONS AND MANAGEMENT AGREEMENT WITH
MIAMI- DADE COUNTY

GUARANTEE made this 11th day of October 2022 by COVANTA HOLDING CORPORATION, a Delaware corporation ("Guarantor"), having the address of 445 South Street, Morristown, NJ 07960, of the performance obligations of Covanta Dade Renewable Energy, LLC, a Florida limited liability company ("Covanta Dade"), in connection with the Fifth Amended and Restated Operations and Management Agreement (the "O&M Agreement"), effective as of October 1, 2022 (the "Effective Date"), by and between Miami-Dade County, Florida (the "County") and Covanta Dade.

W I T N E S S E T H

WHEREAS, the County is the owner of a solid waste disposal facility and the Electric Generating Facility, the purpose of which is to provide a long-term environmentally safe alternative to the landfilling of solid waste;

WHEREAS, the County and Covanta Dade (as successor by conversion from Covanta Dade Renewable Energy, Ltd., f/k/a Montenay-Dade, Ltd.) are currently party to the Fourth Amended and Restated Operations and Management Agreement effective as of October 1, 2009 and anticipate entering into the O&M Agreement, which will be effective October 1, 2022;

WHEREAS, Guarantor executed and delivered that certain Guarantee dated February 1, 2010 (the "Existing Guarantee") to the County in connection with Guarantor's acquisition the equity interests in Covanta Dade;

WHEREAS, Guarantor has agreed to guarantee all of the obligations of Covanta Dade under the O&M Agreement on and after the Effective Date in this Guarantee.

NOW, THEREFORE, in consideration of the promises and obligations contained in this Guarantee, the parties hereto intending to be legally bound hereby, agree as follows:

1. Statement of Guarantee. Guarantor irrevocably guarantees to the County satisfactory performance of the O&M Agreement on and after the Effective Date in accordance with its terms and conditions. If Covanta Dade defaults in performance of its obligations which arise on or after Effective Date under the O&M Agreement according to its terms and conditions, Guarantor unconditionally agrees to pay to the County all damages, cost and expenses that the County is entitled to recover from Covanta Dade by reason of such default, in immediately available funds, within 15 days of receipt by Guarantor of demand by the County. This Guarantee supersedes and replaces the Existing Guarantee, which the County shall mark "CANCELLED" and return to Guarantor promptly upon the execution and delivery of this Guarantee to the County.

2. Unconditional Payment of Attorney Costs and Fees. Guarantor further unconditionally agrees to pay the County, on demand by the County at any time, all reasonable cost and expenses, including attorneys' fees, which shall at any time or times be incurred by the County in connection with the County's successful exercise or enforcement of all or any of its rights under this Guarantee.

3. Letter of Credit. Guarantor will cause a designated subsidiary to provide the Letter of Credit required to be delivered by Covanta Dade pursuant to Section 10.10 of the O&M Agreement.

4. Annual Certificate. In accordance with Section 3.12 of the O&M Agreement, on or before April 30 of each year throughout the Term (as defined in the O&M Agreement), Guarantor shall provide to Covanta Dade for delivery to the County a certificate (an "Annual Certificate") executed by an independent firm of certified public accountants of reorganized national standing certifying that, "Based upon Covanta Holding Corporation's audited financial statements, Covanta Holding Corporation's net worth as of its year end was at least $45,000,000."

For purpose of this Section 4, the term "net worth" shall mean Guarantor's total assets less liabilities on a consolidated basis. In the event Guarantor's accountants cannot provide such Annual Certificates by April 30 of any year, then Guarantor shall have sixty (60) days to provide a letter of credit to Covanta Dade for delivery to the County in an amount equal to the difference between $45,000,000 and Guarantor's net worth. Such letter of credit may be drawn upon by the County in the same manner as the letter of credit provided for in Section 10.10 of the O&M

Agreement and shall remain effect until such time Guarantor's accountants certify that Guarantor's net worth is at least $45,000,000.

5. Duration. This Guarantee shall continue in force until all obligations of Covanta Dade under the O&M Agreement have been satisfied or until Covanta Dade's liability to the County under the O&M Agreement has completed or discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder so long as any claim by the County remains outstanding.

6. Modifications of O&M Agreement. Written consent of Guarantor shall be received prior to any modification of the O&M Agreement that would increase the obligations of Guarantor in any way or that would render prompt and satisfactory performance by Covanta Dade more difficult.

7. Notices. Notice of default on the part of Covanta Dade is not waived. All notices, consents and communications received or permitted under the O&M Agreement shall be transmitted to the Guarantor, as if it were party to the O&M Agreement, as follows:

Covanta Holding Corporation
445 South Street
Morristown, NJ 07960
Attn: General Counsel

with a copy to:

Covanta Holding Corporation
445 South Street
Morristown, NJ 07960
Attention: Treasurer

Any notice, demand, or other communication shall be deemed to have been sufficiently given or made if in writing and mailed by registered or certified mail, return receipt requested, postage prepaid

Guarantor hereby waives notice from the County of its acceptance and reliance on this Guarantee.

8. Binding Effect. This Guarantee shall be binding on Guarantor and its successors and assigns.

9. Representation of the Guarantor. Guarantor represents that (i) it is a corporation duly organized, validly existing and in good standing in the state of Delaware; (ii) this Guarantee has been duly authorized, executed and delivered by Guarantor, (iii) Guarantor has all requisite corporate power, has obtained all required consents and has authority to execute and enter this Guarantee and to perform the obligations required of it under this Guarantee; (iv) the execution and delivery of this Guarantee and the consummation of the undertaking contemplated hereby has each been duly and validly authorized by all necessary corporate action; (v) this Guarantee constitutes a valid and legally binding agreement enforceable in accordance with its terms, and no offset, counterclaim or defense exists to the full performance thereof; and (vi) the execution, delivery, and performance of this Guarantee by Guarantor, its compliance with the terms hereof, and the consummation of the undertakings contemplated hereby will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration, constitute a default under, be prohibited by, or require any additional approval under Guarantor's certificate of incorporation or bylaws, or any material instrument or agreement to which Guarantor is a party or by which Guarantor is bound or any law, rule, regulation, ordinance, order, injunction, or decree applicable to Guarantor.

10. Governing Laws. This Guarantee shall be governed and construed in accordance with the laws of the State of Florida. Guarantor agrees to submit to service of process and jurisdiction in the Circuit Court of the Eleventh Judicial Circuit of Florida for any controversy or claim arising out of or related to this Guarantee and Guarantor agrees that it will not assert that it is not personally subject to the jurisdiction of that Court, that its property is exempt or immune from execution, that such suit is brought in an inconvenient forum, that the venue of such suit is improper, or that this Guarantee or the subject matter hereof may not be enforced in or by such Court.

11. Severability. In the event one or more of the provisions of this Guarantee shall, for any reason, be held to be invalid or illegal, such invalidity or illegality shall not affect any other provision of this Guarantee, but this Guarantee shall be construed and enforced as if such invalid or illegal provisions has not been contained in this Guarantee.

12. Amendment. No amendment, wavier, change, modification or alteration of the terms of this Guarantee shall be effective unless in writing and signed by the party against whom enforcement thereof might be sought.

IN WITNESS WHEREOF, Guarantor has executed this Guarantee on the date and year first above written.

ATTEST:

By: _____
Thomas L. Kenyon, Secretary

COVANTA HOLDING CORPORATION:

By: _____
James E. Reilly
Vice President & Treasurer

310172 v2

APPENDIX K

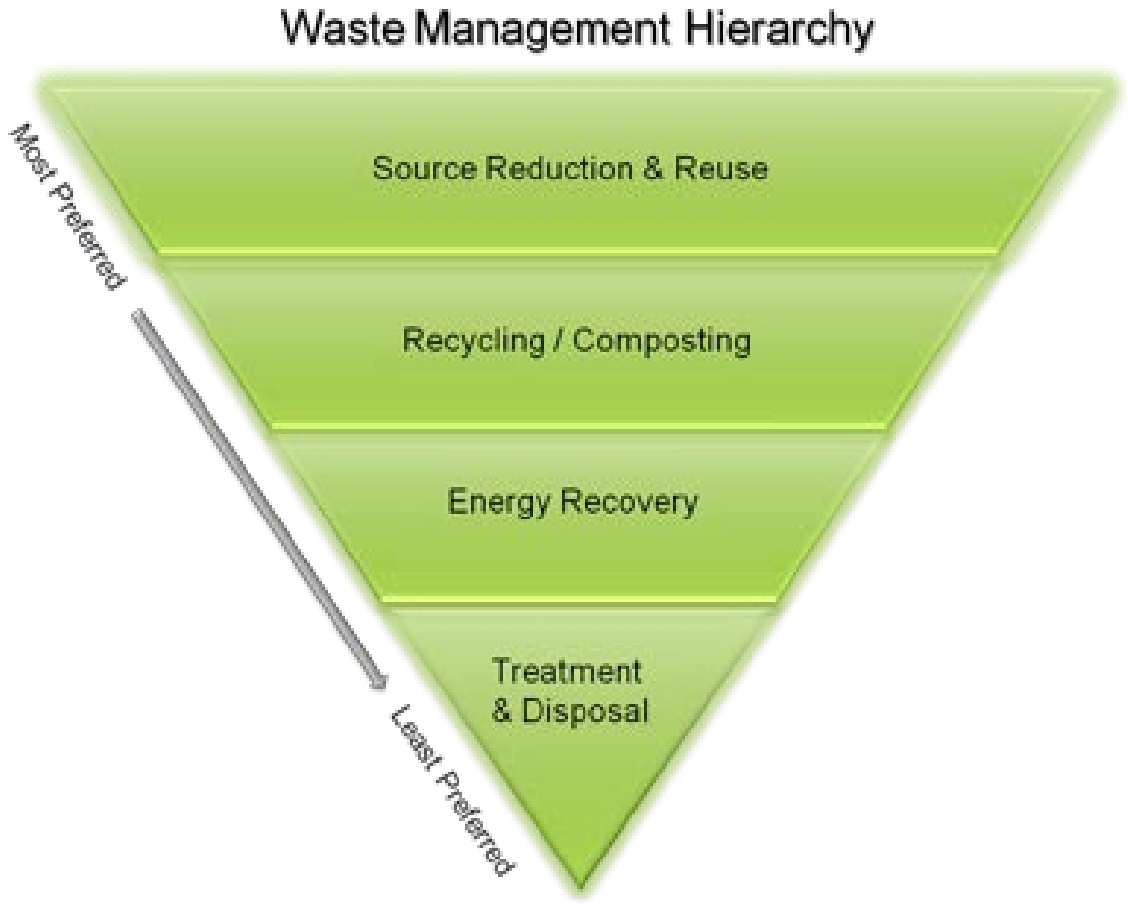
Generator Owner ("GO")/ Generator Operator ("GOP") Obligation Matrix

NERC Standard	Description	GO	GOP	Covanta Procedure
BAL-005-0.1a	Automatic Generator Control		X	CVA-BAL-005
CIP-001-2a	Sabotage Reporting		X	CVA-CIP-001
CIP-002-3	Critical Asset/Critical Cyber Asset ID		X	CVA-CIP-002
CIP-003-3	Cyber Security – Security Management Controls		X	CVA-CIP-003
CIP-004-009-3	N/A, if no critical assets ID'd from CIP-002		X	Not Applicable
COM-002-2	Communications and Coordination		X	CVA-COM-002
EOP-004-1	Disturbance Reporting		X	CVA-EOP-004
FAC-002-1	Coordination of Plans for New Facilities		X	CVA-FAC-002
FAC-008-1	Facilities Rating Methodology		X	CVA-FAC-008
FAC-009-1	Establish and Communicate Facility Ratings		X	CVA-FAC-009
IRO-001-1.1	Reliability Coordination – Responsibilities and Authority		X	CVA-IRO-001
IRO-005-2a	Reliability Coordination – Current Day Operations		X	CVA-IRO-005
MOD-010-0	Steady State Data and Transmission System Modeling and Simulation		X	CVA-MOD-010
MOD-012-0	Dynamic Data for Transmission System Modeling and Simulation		X	CVA-MOD-012
MOD-024-1	Verification of Generator Gross and Net Real Power Capability		X	CVA-MOD-024
MOD-025-1	Verification of Generator Gross and Net Reactive Power Capability		X	CVA-MOD-025
NUC-001-2	Nuclear Plant Interface Coordination		X	Not Applicable
PRC-001-1	System Protection Coordination		X	CVA-PRC-001
PRC-004-1a	Analysis and Mitigation of Transmission and Generator Protection System Misoperations		X	CVA-PRC-004
PRC-005-1a	Transmission and Generator Protection System Maintenance and Testing		X	CVA-PRC-005
PRC-015-0	Special Protection System Data and Documentation		X	NERC-COV-018
PRC-016-0.1	Special Protection System Mis-operations		X	CVA-PRC-016
PRC-017-0	Special Protection System Maintenance and Testing		X	CVA-PRC-017
PRC-018-1	Disturbance Monitoring Equipment Installation and Data Reporting		X	CVA-PRC-018
PRC-023-1	Transmission Relay Loadability		X	Not Applicable
TOP-001-1	Reliability Responsibilities and Authorities		X	CVA-TOP-001
TOP-002-2b	Normal Operations Planning		X	CVA-TOP-002
TOP-003-0	Planned Outage Coordination		X	CVA-TOP-003
TOP-006-2	Monitoring System Conditions		X	CVA-TOP-006
VAR-002-1.1b	Generator Operation for Maintaining Network Voltage Schedules		X	CVA-VAR-002

"X" = Single Point of Accountability/Owner of Reliability Standard

Generator Owner	Generator Operator	Dated	0 Revision No.

Appendix L –US E.P.A Waste Hierarchy



Source.: United States E.P.A. www.epa.gov