

HOST BENEFIT AGREEMENT

COPY

This Agreement is entered into on this ^{25th} day of April, 1995 by and between the County of Rutherford, Tennessee (hereinafter referred to as "County"), and Jefferson Pike Landfill, Inc., a Delaware corporation with an office in Rutherford County, Tennessee (hereinafter referred to as "JPL"), which is a wholly owned subsidiary of Browning-Ferris Industries of Tennessee, Inc.

WITNESSETH:

WHEREAS, JPL is the owner of approximately four hundred fifty seven (457) acres of property located on Jefferson Pike in Rutherford County, Tennessee (which is described on Exhibit A attached hereto) on which JPL is operating a sanitary landfill known as the Middle Point Landfill (such property is hereinafter referred to as the "Middle Point Landfill Property").

WHEREAS, the County desires to impose and JPL is agreeable to providing certain host benefits to the County, all as herein provided.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties as set forth therein, the parties hereto agree as follows:

1. Host Benefits.

(a) Disposal Services. JPL agrees to provide disposal at the Middle Point Landfill (which is a Class I Landfill) during

the term of this Agreement (commencing July 1, 1995) for the municipal solid waste generated at residences within the County (except residences within the City of Murfreesboro, Tennessee) and taken to the County convenience centers by such County residents and delivered to the Middle Point Landfill by the County (such waste is hereinafter referred to as "County Residential Waste"). The County shall not have to pay to JPL any disposal fees for the disposal of such County Residential Waste at the Middle Point Landfill during the term of this Agreement. JPL will pay for the surcharge imposed by the State of Tennessee (the "State") pursuant to the Solid Waste Management Act of 1991, T.C.A. 68-211-835(d), which is currently at the rate of Eighty Five Cents (\$.85) per ton, for such County Residential Waste disposed of hereunder as long as such State surcharge is in effect.

(b) Host Benefit Fee/Surcharge. In addition to the disposal services set forth in subsection 1(a) above, during the term of this Agreement (commencing July 1, 1995) a host benefit fee or surcharge shall be imposed and received by the County on all solid waste disposed of at the Middle Point Landfill which is generated from outside of any areas (both the unincorporated areas and the municipal areas) of the County (the "Out-of-County Waste"), as follows:

- (i) One Dollar (\$1.00) per ton of Out-of-County Waste disposed of at the Middle Point Landfill during the first year of the term of this Agreement;

- (ii) One Dollar and Ten Cents (\$1.10) per ton of Out-of-County Waste disposed of at the Middle Point Landfill during the second, third, fourth and fifth years of the term of this Agreement; and
- (iii) One Dollar and Twenty Cents (\$1.20) per ton of Out-of-County Waste disposed of at the Middle Point Landfill during the sixth year and each subsequent year of the term of this Agreement.

The County agrees that the host benefits, including the host benefit fees or surcharges as set forth in this Section 1 are in lieu of any and all other host fees, charges, surcharges, fees or taxes and the County agrees that as long as this Agreement is in effect the County will not impose any other host fees, charges, surcharges, fees or taxes of any nature whatsoever with respect to the ownership or operation of the Middle Point Landfill or the Middle Point Landfill Property, or with respect to any waste material whatsoever delivered to or disposed of at the Middle Point Landfill regardless of whether it is generated within or outside of the County, except for normal County property taxes.

(c) Payment and Reports. JPL shall pay the County the host benefit fees or surcharges set forth in Section 1(b) above on a monthly basis, payable by the 20th day of each month for the Out-of-County Waste disposed of at the Middle Point Landfill during the previous month. There will be late charge of \$750.00 for any monthly payment not received by the last day of the month that the payment is due. With each monthly payment, JPL shall furnish the

County with a monthly report showing the total tons disposed of at the Middle Point Landfill during the month for which such payment is made, which report shall also show the amount of solid waste from within the County and the amount of solid waste from outside the County. JPL shall also furnish the County with a copy of all reports to the State (which currently are quarterly reports) showing the volume of solid waste disposed of at the Middle Point Landfill.

2. Host County.

In consideration of the host benefits provided for in Section 1 of this Agreement, the County agrees to serve as the host county for the Middle Point Landfill throughout the term of this Agreement. The County agrees that during the term of this Agreement that it will not limit or restrict in any manner any waste delivered to the Middle Point Landfill regardless of whether it is generated from within or outside of the County. This agreement of the County to serve as the host county for waste generated both within the County and outside of the County is intended to fully meet and comply with any and all provisions under any present or future-enacted federal, state and/or local laws or regulations restricting, limiting, impeding, or preventing interstate or intrastate transportation and/or disposal of waste which allow, authorize or grandfather transportation and/or disposal of such waste based upon the host benefit agreement or similar approval or consent.

3. Term.

The term of this Agreement shall commence on July 1, 1995 and continue for as long as the Middle Point Landfill (as vertically or laterally expanded) is operated by JPL or any of its affiliates, successors, or assigns. Notwithstanding anything to the contrary contained herein, it is understood and agreed that if JPL ceases operations of the Middle Point Landfill or the Middle Point Landfill closes for any reason, then the obligation of JPL to provide host benefits to the County pursuant to this Agreement shall terminate.

4. Compliance with Laws.

JPL agrees that, in the operation of the Middle Point Landfill, it will comply with all applicable federal, State and local laws now in effect and which may hereinafter be adopted and become effective during the term of this Agreement. The County agrees, however, not to enact any laws or regulations mandating requirements for operation of the Middle Point Landfill more stringent than required by federal or State law.

5. Force Majeure.

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created.

6. Default.

If either party defaults on its obligations under this Agreement and such default is not cured within thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, (unless a longer period of time is required to cure such default and the defaulting party shall have failed to commence to cure such default within said thirty (30) days period and pursue diligently to completion thereof), then the non-defaulting party shall have the right to terminate this Agreement and/or pursue all of its rights and remedies under applicable law.

7. Notices.

All notices, requests, demands, or other communications required or permitted hereunder, shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, certified or registered mail, return receipt requested, as follows:

If to the County, then to:

Rutherford County Executive
Rutherford County Courthouse
Murfreesboro, Tennessee 37130

With a copy to:

Rutherford County Attorney
Rutherford County Courthouse
Murfreesboro, Tennessee 37130

If to JPL, then to:

Jefferson Pike Landfill, Inc.
740 E. Jefferson Pike
Murfreesboro, Tennessee 37130

With a copy to:

Browning-Ferris Industries of
Tennessee, Inc.
700 Murfreesboro Road
Nashville, Tennessee 37210
ATTN: Divisional Vice President

and to:

Browning-Ferris Industries
580 Westlake Park Boulevard
Suite 1000
Houston, Texas 77079-2609
ATTN: Regional Counsel

unless another address shall have been given to the other party hereto in writing, in which event they shall be mailed to such other address.

8. Headings.

Paragraph headings inserted in this Agreement are for convenience only and shall not be deemed to have any legal effect whatsoever in the interpretation of this Agreement.

9. Entire Agreement.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and may not be amended except upon the agreement of the parties in writing.

10. Binding Effect.

This Agreement is binding upon, and shall inure to the benefit of, the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

COUNTY OF RUTHERFORD, TENNESSEE

By: Nancy R. Allen

Title: County Executive

JEFFERSON PIKE LANDFILL, INC.

By: Steve W. [Signature]

Title: District Manager / J.P.