

HOST COMMUNITY AGREEMENT

BETWEEN

**BOARD OF SUPERVISORS OF CUMBERLAND COUNTY,
VIRGINIA**

AND

CUMBERLAND COUNTY DEVELOPMENT COMPANY, LLC

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THIS HOST COMMUNITY AGREEMENT, made and entered into this _____ day of May, 2006, by and between the BOARD OF SUPERVISORS OF CUMBERLAND COUNTY, VIRGINIA (hereinafter, "Cumberland") and CUMBERLAND COUNTY DEVELOPMENT COMPANY, LLC, a Virginia limited liability company (hereinafter, the "Company") (collectively referred to as the "parties").

WITNESSETH:

NOW THEREFORE, in consideration of the promises and mutual obligations set forth herein, and other good and valuable considerations including the providing of public services necessary for the health, safety and welfare of the citizens of Cumberland, the receipt of which is acknowledged by the parties hereto, Cumberland and the Company agree as follows:

DEFINITIONS:

- 1) Agreement – this Host Community Agreement and all schedules, exhibits, attachments, documents and instruments affixed or attached hereto and made a part hereof by specific reference and all written amendments hereto.
- 2) Applicable Laws and Regulations – all current Federal, State and Local laws and regulations, including but not limited to any environmental and land use laws and regulations and any restrictions pursuant to any conditional use permit imposed on the Landfill (as hereinafter defined), governing the design, construction, operation, maintenance and closure of solid waste management facilities and the receipt, transportation, handling or disposal of waste (as hereinafter defined) in Virginia. When used as a measure of performance of any party hereto, the

“Applicable Laws and Regulations” shall be those in effect at the time of the subject performance and amendments and changes thereto.

- 3) Centers – the three (3) existing convenience center locations (collectively the “Centers”) which are managed by the County for the purpose of County Residents to drop off their Waste for transportation and disposal at the Landfill by the Company.
- 4) Closure – that certain time when the Landfill has permanently ceased accepting Waste for disposal at the Landfill and has notified Cumberland that it will be applying for closure in accordance with VDEQ Regulations.
- 5) Closure Fund – beginning with the Operation Date, the sum of \$25,000 per year as adjusted annually for inflation pursuant to the CPI, paid to Cumberland by the Company during the Term of this Agreement.
- 6) Commencement or Commencement Date – the date of the last execution of all necessary signatures to this Agreement.
- 7) Company Controlled Waste Stream Provider – shall mean a Waste Stream Provider in the employ of or under contractual control of the Company. This shall include all Waste Stream Providers that have a separate contract with Company to deposit Waste at the Landfill.
- 8) Consumer Price Index – for purposes of this Agreement, any reference to adjustments required by using the “Consumer Price Index” (“CPI”) shall mean the cumulative percentage increase in the United States Consumer Price Index, (CPI-U), U.S. City Average, all items, U.S. Department of Labor, Bureau of Labor Statistics, for the most recently published twelve months (available at

<http://www.bls.gov/cpi/>). In the event that the United States Consumer Price Index, (CPI-U), U.S. City Average, all items, U.S. Department of Labor, Bureau of Labor Statistics, is no longer available, then the parties shall agree on a reasonable replacement standard.

- 9) County – Cumberland County, Virginia, a political subdivision of the Commonwealth of Virginia, its boards, authorities and other subdivisions.
- 10) County or Cumberland Approval or Discretion – shall be defined as the written consent of the Cumberland County Administrator or the Director of Solid Waste.
- 11) County Designees – third parties who do not qualify under the definition of County Residents but are designated by the County to participate in the Free Waste Disposal provisions of Sec. 4 of this Agreement.
- 12) County Residents - all the residents of Cumberland County, Virginia including the County school system, local government facilities, fire and rescue departments, charitable institutions, churches, local Cumberland County businesses and commercial operations and all persons residing in Cumberland County, Virginia, or as designated by Cumberland to the Company in writing.
- 13) Cumberland or Board of Supervisors - the Board of Supervisors of Cumberland County, Virginia.
- 14) Definition of Other Terms: To the extent the definition of specific terms is not provided herein but is nonetheless required by the context of this Agreement, it is the intention of the parties to incorporate herein the definitions contained in the Applicable Laws and Regulations in effect as of the date hereof, except to the

extent subsequent laws or regulations shall expressly or implicitly mandate a revised definition.

15) Delay Period: the time period during which the Company is materially hindered, delayed or estopped from completing any of the tasks required in Sec. 27 of this Agreement in the manner prescribed therein due to the filing of an appeal, injunction of local, state or federal government, administrative or other binding moratorium, or any other governmental or third party action or inaction, to include material delays caused by the VDEQ, U.S.Army Corps of Engineers or any other governmental entity or third party, with such delays being beyond the reasonable control of the Company. The Company will give Cumberland written notice of (i) the commencement of any Delay Period within 60 days of Company becoming aware of the existence of conditions constituting a Delay Period, and (ii) the termination of the Delay Period within 10 days of such termination. Failure to provide such timely notice shall result in a waiver of Company's ability to rely upon any such event as constituting a Delay Period.

16) Designated Event – the occurrence of one or more of the following: (i) the imposition of a disposal fee or tax or facsimile thereof, or the material increase of the per ton fee levied in accordance with Va. Code §10.1-1402.1:1, (ii) the imposition of a moratorium on the construction or expansion of MSW landfills in Virginia, (iii) the ratification by Congress or the Supreme Court of a state's ability to restrict the importation of out of state waste, (iv) actions taken by the Commonwealth of Virginia constituting a partial, limited or total ban on out of state Waste importation, and (v) the ratification by Congress or the Supreme

Court of the United States of legislation or case law materially relaxing the flow control limitations in affect at Commencement. Regardless of any language contained herein to the contrary, such an occurrence must substantially and materially impact the Waste market in Virginia and have a substantial, material and negative effect on the Company in order to qualify as a Designated Event. For purposes of this definition, the term material shall mean any substantial, material and negative effect on the profitability of the Landfill operation as determined in accordance with generally accepted accounting principles.

17) Director of Solid Waste – the Cumberland County manager, director or employee charged with the management of the County’s solid waste facilities, transportation and disposal.

18) Excluded Waste - Special waste, as defined by the VDEQ, any waste not authorized for disposal in the Landfill by the VDEQ or by this Agreement, any commercial or industrial waste that requires special handling or testing prior to disposal, and any Prohibited Waste.

19) Free Waste – “Free Waste” shall mean household Waste, Municipal Solid Waste, debris waste and construction and demolition debris. Specifically excluded from Free Waste shall be any Excluded Waste. Cumberland, at its sole discretion, shall be allowed to directly charge County Residents and/or County Designees for use of any Free Waste tonnage.

20) Guarantor - Allied Waste North America, Inc., a Delaware corporation.

- 21) Identified Residences – Any occupied and/or permitted residential dwelling located within one mile of the Landfill’s Disposal Boundary, to be identified by the VDEQ Part A Permit, in existence at the filing of such permit with the VDEQ.
- 22) Landfill - the proposed waste, transfer, treatment, disposal and recycling site and facilities contemplated by this Agreement, to be located at such landfill site facility within the County as may be reasonably approved by Cumberland, to be permitted, constructed, owned, and operated by the Company for the disposal, treatment, reduction, management, reuse, recycling, or other management of waste, to include but not limited to all solid waste disposal operations and ancillary uses and as sited, permitted, financed and operated by the Company in Cumberland County, Virginia in accordance with Applicable Laws and Regulations.
- 23) Municipal Solid Waste – waste that is normally composed of residential, commercial, and institutional solid waste and residues derived from combustion of these wastes in accordance with VDEQ Regulations.
- 24) Net Revenues – gross sales, less returns, sales tax(es), allowances and cash discounts in accordance with generally accepted accounting principals.
- 25) Net Profit – gross sales, less returns, sales tax, allowances, cash discounts and all reasonable expenses. For the purposes of the definition of Net Profit in this Agreement, Net Profit shall not be calculated below zero or in any manner which would result in a charge back against Cumberland by the Company.

- 26) Operation Date – the date on which the Company begins the actual receipt and disposal of Waste in the Landfill.
- 27) Operational Plan – a written plan pursuant to Sec. 21 of this Agreement detailing the operational and management methods of the Landfill and its compliance with Applicable Laws and Regulations.
- 28) Permit(s) – any and all governmental permits, grants, permissions, consents, approvals, licenses, land use designations, conditional use permits, ordinance amendment, written authorizations granted by VDEQ, other governing authorities or any future authorized agent or governmental authority granting permission or authority to the Company as may be necessary to construct, permit and operate the Landfill and related facilities.
- 29) Post-Closure – that specific time period between Closure and the Landfill being released from scheduled maintenance and monitoring by the VDEQ in accordance with VDEQ Regulations.
- 30) Preference – shall mean that, when all other factors are equal, one candidate is given a practical advantage over another.
- 31) Prohibited Waste – shall mean all waste excluded from the definition of Waste hereunder and any substance defined as “infectious waste”, “regulated medical waste”, “municipal sewage sludge”, “hazardous waste”, “extremely hazardous waste”, and any “hazardous substance” as these terms are defined by Federal and VDEQ Regulations.

- 32) Recycling – any process or system by which discharged materials or material which would otherwise become waste, is collected, separated or processed and reused or returned to use in the form of usable materials or products.
- 33) Service Area – shall be defined as Waste from any sources within the Commonwealth of Virginia, the state of Maryland and Washington, D.C. The State of North Carolina, shall be included in the Service Area in Cumberland’s sole discretion. The combined area shall be deemed to be the anticipated service area in accordance with Virginia Code § 10.1-1408.1.
- 34) Term – shall be defined as the Commencement Date, and unless terminated sooner pursuant to the terms of this Agreement, through midnight on the date that (i) is twenty (20) years from Operation Date; (ii) all waste disposal airspace granted by the VDEQ in the Company’s initial approved Part A and Part B permits has been substantially exhausted; or (iii) the Landfill has permanently ceased to accept Waste and has so notified Cumberland in writing 180 days in advance, whichever shall last occur.
- 35) VDEQ – the Virginia Department of Environmental Quality or any agents, boards or authorities appointed by the Commonwealth of Virginia for the purpose of regulating, permitting, construction or operation of a landfill and other solid waste treatment, management or disposal facility and related facilities.
- 36) VDEQ Regulations - the Virginia Solid Waste Regulations of the VDEQ published in the Administrative Code of Virginia.

- 37) Vegetative Buffer Area – a minimum variable width vegetative buffer area between the Landfill's permitted areas for Waste disposal and any adjoining property owners' property and more particularly described in Sec. 21D.
- 38) Verified Complaint - A measurement of air quality, taken outdoors within 100 feet of an Identified Residence, in excess of 15 ppb hydrogen sulfide (H₂S), based on a twelve (12) hour average. The sampling will be conducted in accordance with reasonable industry standards.
- 39) Waste – Any solid waste as defined in § 10.1-1400 of the Code of Virginia, as amended, including garbage, refuse and other discarded material resulting from industrial, commercial, mining and agricultural operations or community activities, but not including: (i) municipal sewage sludge, (ii) industrial discharges which are subject to a permit under the State Water Control Law, (iii) source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954 as amended, or radioactive waste as defined in §10.1-1400 of the Code of Virginia, as amended, (iv) hazardous waste as defined pursuant to 42 U. S. C. §§ 6901 et seq., (v) materials which have been removed from the waste stream for recycling, (vi) regulated medical waste as defined by VDEQ, and (vii) any Prohibited Waste.
- 40) Waste Stream Provider – any duly authorized individual, firm or entity, public or private, who collects Waste for disposal or treatment at the Landfill, and shall include any and all sources of Waste received for disposal at the Landfill via large capacity commercial waste vehicles, but shall not include County Residents or County Designees.

41) White Goods – shall include any large household, consumer or office appliances, such as but not limited to ovens, refrigerators, and washer/dryers.

42) Year – every reference in this Agreement to the word “year” shall refer to a twelve-month period, regardless of how the word “year” is modified or otherwise described. The intent of the parties is that every reference in this Agreement to a “year”, a “year of operation”, a “fiscal year”, a “first year of operation” or any other phrase in which the word “year” appears, shall be construed as referring to a twelve month period.

AGREEMENT

Sec. 1. Term of Agreement. The Term of this Agreement shall commence as of the Commencement Date, and unless sooner terminated pursuant to the provisions of this Agreement, shall continue through midnight on the date that (i) is twenty (20) years from Operation Date; (ii) all waste disposal airspace granted by the VDEQ in the Company’s initial approved Part A and Part B permits has been substantially exhausted; or (iii) the Landfill has permanently ceased to accept Waste and has so notified Cumberland in writing 180 days in advance, whichever shall last occur.

Sec. 2. Disposal of Waste. During the term of this Agreement or any extension thereof, the Company shall dispose of Waste at the Landfill from the Service Area. There shall be no permanent disposal of Prohibited Waste at the Landfill. Any Prohibited Waste delivered to the Landfill shall be removed and disposed of in accordance with Federal and VDEQ Regulations.

In the event that White Goods are disposed of at the Landfill, it shall be the responsibility of the Company to assure that all hazardous wastes, along with freon, are properly drained from such White Goods and disposed of in accordance with Federal and VDEQ Regulations. The Company shall be responsible for the disposal of such White Goods at a proper recycling facility and shall, upon request, provide Cumberland with documentation of such disposal. In the event that any Prohibited Waste is deposited in the Landfill during the term of this Agreement, or any extension hereto, the Company shall notify Cumberland and the VDEQ in accordance with Applicable Laws and Regulations that such Prohibited Waste was deposited and shall fully disclose the facts and circumstances involving any such depositing of such wastes. The Company shall have the same removed at its expense from the Landfill and properly disposed of.

In the event that the Company determines that anyone is depositing Prohibited Waste at the Landfill, the Company shall inform Cumberland in writing and shall assist in providing identification of the person(s) depositing such Prohibited Waste.

The Company agrees that it shall refuse to accept any wastes that are prohibited by this Agreement, Applicable Laws and Regulations, and/or Permits, even if only part of the waste load is nonconforming.

Sec. 3. Truck Traffic. The Company agrees as part of its obligations hereunder to operate the Landfill in such a manner as to avoid unreasonable traffic congestion involving Waste Stream Providers on County roads. The Company agrees that the daily truck traffic created from the Company Controlled Waste Stream Providers on roads within Cumberland County shall be limited as follows:

(a) In-coming and departing truck traffic shall utilize U.S. Route 60 and that portion of U.S. Route 45 between U.S. Route 6 and U.S. Route 60.

(b) No Company Controlled Waste Stream Provider shall be allowed access to: (i) secondary roads adjacent to the Landfill; and (ii) that portion of U.S. Route 45 between Farmville and U.S. Route 60, except for those Company Controlled Waste Stream Providers servicing the Farmville area.

(c) The Company shall be required to maintain a truck staging area during periods when the Landfill is not actively disposing of Waste, and shall require its use by Company Controlled Waste Stream Providers. The Company and Cumberland shall utilize the provisions of Sec. 3(h) for all Waste Stream Providers not properly utilizing the staging area.

(d) The Company shall require its Company Controlled Waste Stream Providers going to the Landfill to limit the use of that portion of Route 60 passing through the County Courthouse between the hours of 7:00 AM and 8:00 AM, and again between 3:00 PM and 4:00 PM, Monday through Friday on days when County schools are in session, to a standard of no more than 4 trucks per hour. The Company shall direct, subject to enforcement in accordance with Sec. 3(h) below, all non-Company Controlled Waste Stream Providers to avoid the County Courthouse during such times. The times contained herein may be adjusted annually by the mutual agreement of the parties.

(e) In order to further disburse truck traffic, the Company shall be allowed, at its discretion, to conduct Waste disposal between the hours of 5:30 a.m. until 5:30 p.m. Monday through Saturday, and on Sundays only as requested by Company and approved by

Cumberland in its sole discretion. The Company may conduct Waste disposal during the extended hours of 4:00 a.m. to 9:00 p.m. or any portion of time therein, subject to the approval of Cumberland at its sole discretion.

(f) Absent approval by Cumberland pursuant to (e) above, the Landfill shall be closed for actual disposal of Waste on all Sundays.

(g) All Waste Stream Providers shall be required to use one entrance to access the Landfill, which entrance shall be located on U. S. Route 60 or on a road providing direct access to U. S. Route 60.

(h) The Company shall make affirmative efforts to educate the Waste Stream Providers not under the Company's control of the traffic restrictions outlined herein, to include the posting of the transportation restrictions contained in this Section. Should Cumberland identify specific Waste Stream Providers violating the terms of this Section and/or Applicable Laws and Regulations, it shall notify the Company who will restrict such Waste Stream Provider's access to the Landfill until compliance with the terms of this Section is achieved.

Sec. 4. Free Waste Disposal. During the term of this Agreement, or any extensions hereto, the Company shall provide up to 16,000 tons per year of Free Waste disposal for Waste delivered to the Landfill and/or the Centers by County Residents or County Designees, at no cost to Cumberland, the County Residents or the County Designees. Regardless of any language contained herein to the contrary, Cumberland shall pay all federal, state, local or other taxes, fees, surcharges or similar charges related to the acceptance or disposal of Cumberland's Free Waste at the Landfill that are imposed by Applicable Laws and Regulations.

Cumberland shall be responsible for the cost of removal of any Excluded Waste from Cumberland's Free Waste, as well as the reasonable costs of its disposal in accordance with mandates of the VDEQ Regulations and the Company's Operational Plan as hereinafter defined.

The aforementioned initial 16,000 tons per year amount of Free Waste shall remain fixed for five years following the Operation Date, and thereafter shall be subject to a two percent (2%) annual escalation rate throughout the Term. During the initial five year period following the Operation Date, Cumberland may carry forward, in any one year, up to 1,600 tons of unused Free Waste from the previous year. Thereafter, no unused Free Waste tonnage can be carried forward or applied retroactively from year to year by Cumberland.

Throughout the Term, Cumberland shall maintain a system of identification to insure that only County Residents and County Designees are allowed to benefit from the Free Waste provisions of this Section. In addition, at the request of Cumberland, the Company will maintain records of County Residents or County Designees disposing of Waste brought to the Landfill in commercial Waste vehicles in the event that Cumberland should desire to charge third parties for portions of Cumberland's Free Waste.

Sec. 5. Economic Development. The Operational Plan shall state that the Company shall work with Cumberland in good faith to promote economic development and to attract businesses and industries to the general areas surrounding Company owned property in the County. The Company will assist Cumberland in doing so by:

- (a) granting Cumberland, at no cost or expense, such public water and sewer easements as may be reasonably necessary over, across and through Company

owned property to access other properties provided doing so does not impact any actual or planned Waste disposal areas.

(b) marketing the landfill gas, including but not limited to methane gas or any gas produced by the decomposition of Waste in the Landfill (“LFG”) for sale to third party businesses and industries located on or off the Landfill.

(c) sharing with Cumberland ten percent (10%) of the Net Revenues (if any) derived from the initial sale of LFG generated at the Landfill to third parties. Any sale or delivery of LFG by a Company affiliate or related entity to third parties for purposes of avoiding the revenue sharing required herein shall not protect the Company from its obligation to pay Cumberland ten percent (10%) of the Net Revenues realized by the Company affiliate or related party. Any such revenues payable to Cumberland shall be paid on a quarterly basis. The Company shall provide Cumberland with such documentation as may be reasonably necessary to determine Cumberland’s share of the net revenue from the LFG sales. The Company’s obligation to share such revenue with Cumberland shall terminate twenty (20) years after the end of the Term. Regardless of any language contained herein to the contrary, in regard to the disposal of LFG, the Company shall only be allowed to (i) flare LFG or dispose of same in accordance with Federal or VDEQ Regulations; (ii) sell the LFG to third parties and share ten percent (10%) of the Net Revenues with Cumberland as contemplated herein; or (iii) use the LFG to reduce operational costs subject to the written approval of Cumberland, which approval shall be at Cumberland’s sole discretion.

(d) sharing with Cumberland fifty percent (50%) of the Net Profits (if any)

derived from the sale of recyclable resources extracted through mining operations from the Waste disposed of in the Landfill and sold to third parties. Any such revenues payable to Cumberland shall be paid on a quarterly basis. The Company shall provide Cumberland with such documentation as may be reasonably necessary to determine Cumberland's share of the Net Profits from the recyclable resources sales. The Company's obligation to share such revenue with Cumberland shall terminate thirty (30) years after Closure. Cumberland will not owe the Company any reimbursement of Host Fees for Waste extracted and removed from the Landfill.

(e) working with Cumberland to develop any Company land adjacent to or part of the Landfill deemed excess by the Company into an industrial park for sale or lease to third parties by the Company.

(f) working with Cumberland to develop public water and sanitary sewer services to the Landfill by utilizing potential savings to the Company in leachate disposal, and in increasing property values.

Sec. 6. Annual County Clean Up Day. On an annual basis beginning with the Operation Date, the Company shall assist Cumberland in the clean up of litter comprised of Waste on the day specified by Cumberland as "Keep Cumberland Clean Day" without cost or expense to Cumberland, the County Residents or the County Designees. The Company shall provide reasonable amounts of equipment, materials, labor and transportation needed to assist Cumberland in collecting and transporting Waste from locations as may be designated by Cumberland for clean-up activities. Any Waste so

collected shall be applied to Cumberland's Free Waste as outlined in Sec. 4. The Company's costs expended in regard to the actions contemplated by this Section shall not exceed \$5,000, as adjusted annually by the CPI.

Sec. 7. Convenience Centers. The Company, at its expense, shall renovate, re-design, engineer and construct improvements and renovations to the Centers in order to provide better lighting and to improve the entrance ways and traffic flow by paving and asphaltting all portions of the roadway areas used by County Residents. A site plan shall be developed and submitted to Cumberland for its reasonable approval. The Company shall not be obligated to spend more than a total of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) in renovation costs for the Centers combined. The planning and implementation of such improvements and renovations shall commence upon the Company achieving the goals stated in Sec. 12. The Company, utilizing Company employees without charge or expense to Cumberland, agrees to assist Cumberland to become a model rural recycling community and to continue exceeding Virginia recycling goals.

In addition, and consistent with the current practices of the existing Centers, the Company shall be responsible for transporting, at its cost, all recyclables located at the Centers to a proper Recycling disposal facility and shall, upon request provide reasonable documentation to Cumberland to determine the volume and composition of such recyclables. The Company agrees to dispose of all recyclables through the STEPS program currently in effect with Cumberland, at no cost to the Company other than the operation of the Centers and transportation to the STEPS location in Farmville, Virginia.

Should the STEPS program terminate, or should the Company in its reasonable discretion determine that it would be in the best interests of all parties to terminate involvement with the STEPS program, the Company agrees to share with Cumberland fifty percent (50%) of the Net Profits (if any) from Recycling operations at the Centers. Any such revenues payable to Cumberland shall be paid on a quarterly basis. The Company shall provide Cumberland with such documentation as may be reasonably necessary to determine Cumberland's share of the Net Profits from the Recycling operations.

In addition, the Company shall reasonably maintain the Centers (including, but not limited to, the aforementioned Recycling program) to meet the Waste disposal needs of the County Residents. Consistent with current practices, the Company also shall be responsible for all costs and expenses incurred in connection with: (a) all Waste removal (b) the cost of maintaining all required Permits for the continuing operation of the Centers; and, (c) the transportation and ultimate disposal at the Landfill of all Waste collected at the Centers. Cumberland may opt to have the Centers fully staffed, with Cumberland employees, and open to Cumberland at such times as desired by Cumberland. In the event that Cumberland elects to staff the Centers, the Company shall reimburse Cumberland for the reasonable cost of such employees, not to exceed a total of \$130,000 per year as adjusted for inflation pursuant to the CPI. Such employees shall work for Cumberland and shall not be deemed employees or agents of the Company.

Except as specifically addressed herein to the contrary, the Company's duties stated in this Section shall commence at the Operation Date, allowing a reasonable time thereafter to implement and construct the renovations and improvements stated herein.

Sec. 8. Existing Landfills/Closure Fund. The Company shall, by utilizing Company employees without charge or expense to Cumberland, provide advice and counseling to Cumberland in regards to the handling of all monitoring, reporting and remediation requirements for Cumberland's existing closed landfill sites without charge or expense to Cumberland. In addition, the Company shall allow Cumberland to benefit from any consenting preferred vendor serving the Landfill in order to reduce Cumberland's cost of regulatory compliance mandated by Applicable Laws and Regulations for closed landfill sites.

Sec. 9. Post-Closure Final Use Plan. As part of the Company's Post-Closure plans for the Landfill, a Final Use Plan ("Plan") shall be prepared at the end of the Term. The Plan may feature public recreational park facilities and athletic fields suitable in Cumberland's reasonable judgment to serve the County Residents (the "Park Facilities"). The Plan shall be prepared by engineers, landscaping architects and other professionals and consultants selected by the parties, who shall prepare the Plan to meet Cumberland's desired goals and objectives for the construction of the Park Facilities. The reasonable costs and expenses for the preparation of the Plan for the Park Facilities shall be paid by the Company, not to exceed \$25,000.00 as adjusted for inflation pursuant to the CPI, and the Company shall, subject to the reasonable agreement of the parties, identify and dedicate 25 acres of usable Company land in the County for the Park Facilities. The method of transfer to Cumberland of any Landfill real estate, either in fee simple or by land lease with nominal consideration (ex. \$1.00/year), shall be at the sole discretion of the Company. Regardless of any language herein to the contrary, none of the

aforementioned 25 acres shall be identified within the VDEQ permitted portion of the Landfill without the approval of the Company, which approval shall be at the Company's sole discretion.

Beginning with the Operation Date, the \$25,000 per year Closure Fund, as adjusted annually for inflation pursuant to the CPI, shall be paid to Cumberland by the Company during the Term of this Agreement which may be used by Cumberland for post-closure purposes.

Sec. 10. Host Fees and Permissible Tonnage. During the Term, Company shall pay Cumberland a fee of \$2.10 per ton of Waste received by Company and permanently disposed of into the Landfill (the "Host Fee"), but excluding from the Host Fee and daily tonnage limitations any material necessary for the construction and/or operation of the Landfill, such as soil, clay, and/or any other material approved by the VDEQ Regulations for alternative, daily, temporary or final cover (including alternative daily cover on which revenues are received), any Waste that must be relocated within the Landfill to fulfill Permit requirements (on which no Host Fee is payable), along with all Free Waste as specified in Sec. 4. Host Fee payments shall be due forty-five (45) days following the end of each calendar quarter with respect to Waste disposed of in the Landfill during the preceding calendar quarter. Thus, by way of illustration only, payment would be due by May 15 with respect to Waste disposed of at the Landfill during the first calendar quarter of the year. Along with each Host Fee payment, Company shall provide Cumberland with reasonable documentation showing the quarterly tonnage pertaining thereto. After reasonable advance notice given to Company, Company shall permit Cumberland's

designated representatives to have access to the Landfill, during normal business hours and at Cumberland's expense, for inspection and copying of Company's books and records to the extent they pertain to the determination of the tonnage in question.

Host Fees shall be payable only if, as and when Waste is received at and deposited into the Landfill. Accordingly, except as otherwise provided for in this Section through Guaranteed Payments and in Sec. 27, Cumberland acknowledges and agrees that: (i) it is entitled to receive Host Fee payments only if, as and when Company accepts Waste at the Landfill and only on actual volumes of Waste accepted; (ii) other than its obligation to accept Cumberland's Free Waste pursuant to Sec. 4, Sec. 7 and this Section, Company has no obligation to deliver Waste to the Landfill; (iii) Company has the sole and absolute discretion to operate the Landfill in any manner whatsoever that complies with Applicable Laws and Regulations, the Permits and the terms of this Agreement; (iv) Company has no obligation to bring in or accept any particular volume of Waste at the Landfill or to otherwise take any action to maximize or increase the volume of Waste accepted at the Landfill and, therefore, the Host Fee payments; (v) Company and its affiliates may direct their or any third party's Waste to any other disposal facility without any obligation to pay any Host Fee or other amount on any Waste so directed; and (vi) it shall not be entitled to receive any further Host Fee payments (other than payments for Waste already accepted by the Landfill) if, for whatever reason, the Landfill ceases to accept Waste. Regardless of any language contained in this Section to the contrary, Company shall be obligated to the terms and conditions of Sec. 4, Sec. 7, Sec. 27 and this Section involving Free Waste, the Centers, delay and liquidated damages and the Guaranteed Payment, respectively.

On the first anniversary of the Operation Date, and on each successive twelve-month anniversary date thereafter, throughout the term of this Agreement or any extension thereof, the rate charged for the Host Fee during the previous twelve-month period shall be increased by two percent (2.00%) or by the change in the CPI, whichever is greater. The new rate shall apply to the upcoming twelve-month period. In no event shall the Host Fee decrease. Any reference to the CPI or any adjustment in the Host Fee shall not affect the Company's obligation to continue paying the quarterly Guaranteed Payment, as adjusted, to Cumberland as hereinafter stated in this Section.

To the extent that any extraordinary license fee, tax or other municipal levy not in existence as of December 31, 2005 is levied by Cumberland for operating the Landfill or the waste industry in general including but not limited to actions pursuant to Section 15.2-930 or 15.2-931 of the Code of Virginia, as amended, the effect of which affects or targets the Landfill, the Company or the operations of such, the payment of same shall be credited against the payments due from the Company pursuant to the terms of this Section.

The Company shall pay Cumberland's real property tax for all Company owned land that may be rezoned and used in support of the Landfill based on the total annual real estate assessments in effect on January 1, 2006. Any increase thereafter in the total annual real estate taxes or related assessments thereafter shall be based on any increase in the County's then current assessment of the fair market value of the Landfill's real estate. Regardless of any language contained herein to the contrary, any increase in real estate taxes in excess of 4% per year shall be paid by the Company, and then deducted from any Host Fees due to Cumberland by the Company pursuant to this Section. By way of

illustration, assume the Company-owned real estate in the County was assessed at \$100,000 as of January 1, 2006, resulting in a real estate tax of \$800 based on a \$0.80/100 tax rate. Should the same land's real estate tax increase by more than \$32.00 (i.e. more than a 4% increase) due to a change in the assessment or tax rate on January 1, 2007, the Company would pay the entire real estate tax and deduct from the next Host Fee payment any portion of the paid real estate tax amount in excess of \$832. Cumberland is allowed to carry forward indefinitely any portion of the 4% cap unused in any one year. It is understood by the parties that until such time as the Company shall become obligated to pay Host Fees, it shall pay 100% of the tax due upon the then fair market value of the real estate assessment against the Landfill with no ability to offset such payments against future Host Fees. Upon the termination of this Agreement, or the Closure of the Landfill, whichever shall last occur, the Company's ability to offset a portion of the Landfill's real estate tax against the Host Fees shall cease without any right of recapture or rollback by either party.

The Company shall not dispose at the Landfill more than 2,500 tons of Waste per day, based upon a calendar quarterly average utilizing a six (6) day work week, with a not to exceed one-day limit of 140% of the quarterly average. The initial 2,500 tons per day quarterly average shall be increased by five percent (5%) annually for the first fifteen years following the Operation Date. The one day limit shall never exceed 140% of the then current quarterly average. Cumberland, at its sole discretion, shall be allowed to further increase the quarterly average by giving the Company written notice of such change. For VDEQ planning and permitting purposes in accordance with Virginia Code § 10.1-1408.1, the maximum quarterly average increase shall not exceed 100% of the

initial quarterly average limitation of 2,500 tons per day.

During the Term and extensions thereof the Company shall unconditionally guarantee to Cumberland minimum annual Host Fee payments of at least Five Hundred Thousand Dollars (\$500,000.00), regardless of the amount of Waste disposed of at the Landfill (the "Guaranteed Payment"). This Guaranteed Payment shall be subject to the Designated Event provision and liquidated damages provision contained in Sec. 27.

The Host Fees paid to Cumberland shall be reviewed during each year of the Landfill's operations on a quarterly basis to determine whether or not any shortfall in Host Fee revenue exists. Upon each quarterly review, if it is determined that one-fourth (25.00%) of the annual Guaranteed Payment for that quarterly period has not been paid, then the Company shall pay to Cumberland within thirty (30) days of receiving notice of any such short-fall the sum of money needed to eliminate the deficiency in Host Fee revenues for that quarterly period. The quarterly payments shall be totaled at year's end and offset against all payments to be made to Cumberland on an annual basis as required herein.

Host Fees or Guaranteed Payments not received by Cumberland within forty-five (45) days of their due date as provided above shall be subject to a 1.5% per month late charge. The Company's obligation to make timely Host Fee payments or Guaranteed Payments to Cumberland shall not be contingent upon the Company's receipt of payments from its Waste Stream Providers.

Sec. 11. Negotiating Expenses. Upon full execution of this Agreement by all parties and absent any material breach of this Agreement by Cumberland, the Company

shall pay Cumberland a non-refundable payment of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) for reimbursement to Cumberland for its costs and expenses in assessing the proposed Landfill project and negotiating this Agreement, except that such payment shall be refundable in the event Cumberland materially breaches this Agreement, subject to the cure provisions contained in Sec. 36.

Sec. 12. Zoning Review Expenses. Upon final and non-appealable approval of the Company's rezoning and conditional use permit, ordinance vacation, exemption or modification as needed by Company to operate the Landfill, and final approval of the Company's wetland delineations providing for approximately 32,000,000 yards of contiguous waste disposal area, by all applicable state and federal agencies, with all actions being subject to Company's approval, and absent any material breach of this Agreement by Cumberland, the Company shall pay Cumberland a non-refundable payment of Five Hundred Thousand Dollars (\$500,000.00) for reimbursement to Cumberland for its costs and expenses in assessing the proposed Landfill project from an environmental and land use perspective, except that such payment shall be refundable in the event Cumberland materially breaches this Agreement, subject to the cure provisions contained in Sec. 36.

Sec. 13. Part A Approval by VDEQ. Upon final and non-appealable approval by the VDEQ of the Company's Part A Permit for the Landfill, as reasonably necessary for Company's business, and absent any material breach of this Agreement by Cumberland, the Company shall pay Cumberland a non-refundable payment of Three Hundred

Thousand Dollars (\$300,000.00), except that such payment shall be refundable in the event Cumberland materially breaches this Agreement, subject to the cure provisions contained in Sec. 36.

Sec. 14. Part B Approval by VDEQ. Upon final and non-appealable approval by the VDEQ of the Company's Part B Permit for the Landfill, as reasonably necessary for Company's business, and absent any material breach of this Agreement by Cumberland, the Company shall pay Cumberland a non-refundable payment of Five Hundred Thousand Dollars (\$500,000.00), except that such payment shall be refundable in the event Cumberland materially breaches this Agreement, subject to the cure provisions contained in Sec. 36.

Sec. 15. Payment on Commencement of Operations. Upon the Operation Date and absent any material breach of this Agreement by Cumberland, the Company shall pay Cumberland a non-refundable payment of Five Hundred Thousand Dollars (\$500,000.00), except that such payment shall be refundable in the event Cumberland materially breaches this Agreement, subject to the cure provisions contained in Sec. 36.

Sec. 16. Annual County Inspector Expenses. Upon the Operation Date and throughout the Term and any extensions thereof, and in accordance with Virginia Code § 10.1-1408.1, the Company shall reimburse Cumberland on a monthly basis for the costs, expenses, salary and benefits incurred in connection with staffing, as a County employee, one or more Landfill inspectors whose responsibility it shall be to monitor and inspect

waste transportation and disposal practices in the County. The costs associated with the above activities shall not exceed \$100,000 per year, subject to an annual CPI increase, as applicable. The Company, without cost or expense to Cumberland, will provide real estate adjacent to the Company's Landfill office for Cumberland to utilize for the purposes of this Section.

Sec. 17. College Scholarships. Upon the Operation Date and throughout the Term and any extensions thereof, the Company shall pay to the Cumberland Public Schools Foundation and/or any similar educational trusts, foundations and/or civic organizations, on an annual basis the collective sum of Ten Thousand Dollars (\$10,000.00) per year, to be adjusted annually by any changes in the CPI, that shall be applied to the to be created AWIN College Scholarship Fund for graduating County high school level students.

Sec. 18. Fire and Rescue Donations. Upon the Operation Date and throughout the Term or any extensions thereof, the Company shall pay Cumberland on an annual basis the sum of Fifteen Thousand Dollars (\$15,000.00) per year, to be adjusted annually by any changes in the CPI, that Cumberland shall apply to the financial aid of emergency services (such as the fire and rescue services) in Cumberland County.

Sec. 19. Weigh-In of Trucks. All trucks transporting Waste for disposal at the Landfill shall be weighed at on-site scales to be constructed by the Company prior to the delivery of any Waste at the Landfill. Cumberland reserves the right to verify at any time during the operation of the Landfill the accuracy of any such scales and to have them

calibrated on a quarterly basis at the Company's expense. Waste Stream Providers delivering Waste to the Landfill shall be required, as appropriate, to provide the Company with a manifest in accordance with VDEQ Regulations. The Company shall retain copies of all such manifests and shall make them readily available to Cumberland or its inspectors for a period of three years. In the event that the scales become temporarily inoperable and cannot be repaired after diligent and good faith effort by Company, the Company shall estimate the weight of all Waste accepted in accordance with standard volume averages or utilize other certified scale data, if available, until such time as the scales are repaired or replaced. The Company shall be obligated to promptly repair and/or replace any malfunctioning scales.

Sec. 20. Inspection Duties and Rights. Cumberland personnel or agents shall have the right to inspect the Landfill's disposal operations at all times during its construction and operation to assure that the Landfill complies with its approved design and is in compliance with the terms of this Agreement and all Applicable Laws and Regulations. Cumberland personnel or agents shall have the further right to inspect at any time all Waste delivered at the Landfill before, during and after its deposit at the Landfill, including the right to inspect all waste source collection points outside of Cumberland County and under the Company's control.

The Company shall be required to have personnel trained in Waste inspection procedures at the Landfill at all times during its operation for the receipt of any Waste. The Company agrees that each truckload of Waste received from any Waste Stream Providers shall be inspected by the Company at the time of unloading. All such Waste

shall be visually inspected as required by VDEQ Regulations. Random inspections by Cumberland or its agents may be performed without prior notification.

Cumberland and its personnel and agents shall have full access to the Landfill for inspection purposes at all times and without prior notification, including the reasonable inspection of Waste deposited in the Landfill and Waste at the gates held in incoming trucks, and may conduct soil and water samples or other tests on the Landfill site. The Company's records, logs and documentation pertaining to the operations of the Landfill shall be made available to Cumberland during normal business hours upon Cumberland's written request. The Company shall maintain records of all received Waste, including type, size, area of Waste origination and any rejected Waste or removed Waste for a period of three years, all of which shall be available to Cumberland during normal business hours.

In addition to any other requirements stated in this Agreement, the Company shall provide Cumberland with: (a) upon request, the results of tests of surface water, ground water and leachate; (b) quarterly reports regarding the volumes and types of Waste deposited at the Landfill; (c) an Operating Plan as discussed in Sec. 21; (d) a monthly report of Waste deposited in the Landfill by weight; (e) notice of any violation at the Landfill of the terms of this Agreement or any VDEQ Regulations; and, (f) any VA mandated recycling reports. In addition to the requirements of (b) above, in accordance with Virginia Code § 10.1-1408.1 the Company, when requested by Cumberland, will split air and water samples as required by the Permits so that Cumberland may independently test the samples, with all associated costs paid for by the Company.

Sec. 21. Operational Plan. Prior to the Operation Date, the Company shall submit to Cumberland for its reasonable approval, the Operational Plan to determine compliance with the provisions of this Agreement. The Operational Plan shall be reviewed annually throughout the term of this Agreement and any extension thereof and, if changes are proposed, submitted to Cumberland for its review and reasonable concurrence. Except as may be otherwise inconsistent with the terms of this Agreement, the Operational Plan shall provide for operations in accordance with applicable provisions of the VDEQ Regulations and shall address in a manner reasonably satisfactory to Cumberland and the VDEQ operational matters including, but not limited to, the following: screening, wetlands, water quality, soil erosion, and the control of dust, litter, scavengers, odor and noise. The Operational Plan shall assure that the Landfill is constructed in accordance with all VDEQ Regulations. Cumberland shall have the authority to enforce each and every aspect of the Operational Plan, and any material breach of the provisions of the Operational Plan shall be deemed to be a breach of this Agreement by the Company.

Sec. 21A Odor: The Operational Plan shall include a LFG management plan with an odor control and corrective measures plan (“OCCMP”) component. The OCCMP shall consist of the following elements: 1) Objective, 2) Source Identification, 3) Reporting and Monitoring, 4) Operational Controls, and 5) LFG System. Should the Company have received three (3) Verified Complaints regarding odor from three (3) or more Identified Residences within any forty-eight (48) hour period, the Company shall initiate a Corrective Action Plan (“CAP”). In the event that the initial CAP does not remedy the cause of the odor within 30 days of receipt of Verified Complaint, a revised CAP with an objective remedial endpoint will be submitted to the Advisory Board for its

reasonable approval. A cumulative reading of less than 15 ppb hydrogen sulfide (H₂S) based on a one (1) hour average over a continuous twelve (12) hour monitoring period at the Identified Residences and a reading of less than 1 ppm hydrogen sulfide (H₂S) based on a twelve hour average at the Landfill boundary closest to the Identified Residences shall be deemed to be a satisfactory remedial endpoint. The remedial endpoint shall be waived, and deemed met, if it is determined that the cause of the odor exceeding the satisfactory remedial endpoint is not materially attributable to the Landfill.

In the event the remedial endpoint is not obtained within the implementation schedule outlined in the revised CAP, the Company shall pay to Cumberland liquidated damages in accordance with the terms and conditions of Sec. 36 for each day that the remedial endpoint remains unattained after full implementation of the revised CAP, except that in this specific instance the penalty shall be \$1,000 per day.

In the event that the offending odorant is determined to be a chemical compound (or compounds) other than hydrogen sulfide, then the Company shall address the matter in accordance with VDEQ Regulations. A report of the Company's findings and actions shall be given to the Advisory Board within 30 days of such determination.

The Company shall give Cumberland advance written notice of any Landfill activities that may produce non-standard odors on a temporary basis, and take all reasonable measures to limit, contain and abate such odors so as not to disturb the activities of adjacent landowners. At the request of Cumberland, the Company shall investigate and consider implementing new or different standards and testing methodology provided they are not less stringent than the standards specified in this

Section. The Company shall permit Cumberland to conduct its own odor tests on the Landfill property.

Sec. 21B Noise Control: The Operational Plan shall provide that any noise resulting from the Landfill operations, defined for purposes of this Agreement to include all aspects of the Company's work once the Landfill begins operations, including but not limited to, any noise from staging areas, if any, provided for trucks belonging to the Waste Stream Providers, shall not exceed sixty-seven (67) decibels at the nearest residence. At Cumberland's request, noise readings shall be taken during normal working conditions at least twice monthly on all sides of the Landfill property. The location of the monitoring stations shall require the reasonable approval of Cumberland. The Company shall maintain a record of the location of the readings and the results of the readings, and shall make such records available upon request to Cumberland. If the noise is unreasonably disruptive to an adjoining property owner, the Company shall take immediate corrective measures to eliminate such noise that exceeds the aforementioned threshold level. The Company shall permit Cumberland to conduct its own noise tests on the Landfill property. In the event that any test performed by Cumberland demonstrates a violation of the applicable standard, the Company shall reimburse Cumberland for its reasonable expense incurred in conducting the test.

Sec. 21C Lighting Controls: The Operational plan shall provide that once construction of the Landfill facilities are complete, the maximum illumination at the property lines of the Landfill property shall be limited to 0.5 foot candles. Permanent exterior lighting fixtures on the Landfill property shall not exceed thirty (30) feet in

height above grade level. The exterior lighting fixtures shall be “shoebox” or similar type capable of shielding the light source from direct view. The Company shall permit Cumberland to conduct its own lighting evaluation tests on the Landfill property. Regardless of any language contained herein to the contrary, the temporary working lights utilized on the face of the disposal area shall be specifically excluded from the limitations contained herein.

Sec. 21D Vegetative Buffer Area: The Operational Plan shall provide for a Vegetative Buffer Area with a minimum variable width buffer of one hundred (100) to three hundred (300) feet between the Landfill’s permitted areas for Waste disposal and any adjoining property owners’ property. In all areas where the VDEQ mandated Landfill operations and/or disposal area would not be so limited, the Company will maintain a 300 ft. Vegetative Buffer Area, unless granted relief by Cumberland, at Cumberland’s sole discretion. The Vegetative Buffer Area shall be established and maintained by the Company to create a visual buffer to screen the disposal operations of the Landfill. In constructing and operating the Landfill, the Company shall minimize the cutting of existing trees in the Vegetative Buffer Area in order to maintain and enhance the integrity of the Vegetative Buffer Area. Any portions of the Vegetative Buffer Area from which a materially significant number of trees are removed or die, or for which the visual buffer is insufficient to create a continuous visual screen between the Landfill operations and the adjoining properties, shall be supplemented by the Company by planting and maintaining white pine trees, loblolly pine trees or other non-deciduous trees and shrubs, along with the construction of earthen berms as needed, to create a continuous visual buffer. Any such planted trees needed to maintain or supplement the

visual buffer shall be no less than five (5) feet in height when planted. Regardless of any language contained herein to the contrary, the Company shall be allowed to access the Vegetative Buffer Area for security, roads, utilities and any actions or activities required by local, state and/or federal regulations.

Sec. 21E Traffic Control. The Operational Plan shall specifically address the following traffic flow and control matters, all of which shall require the reasonable approval of Cumberland prior to the commencement of operations:

(a) Traffic control at the Landfill shall be adequately regulated to provide adequate safety for those County Residents and County Designees bringing Waste to the Landfill solely in commercial waste vehicles or commercial waste trailers.

(b) The Operational Plan shall contain a comprehensive description of the proposed transportation plan within the County for trucks transporting the Company's waste streams to the Landfill for the review and reasonable approval of Cumberland. The plan shall include, but not be limited to the following:

(i) Travel routes for trucks both approaching and departing the Landfill;

(ii) Estimated truck density by hour and by day;

(iii) Anticipated acceleration curve of waste streams providers showing the projected levels of truck traffic;

(iv) A specific Landfill entry and exit plan for the Landfill site.

This plan shall also be reviewed by the Virginia Department of Transportation and the Cumberland Sheriffs Office and the Board of Supervisors and reasonably approved by Cumberland prior to the Operation Date.

21F Monitoring Wells. The Operational Plan shall provide the following terms and conditions:

(a) Prior to the Operation Date, the Company shall perform hydro-geological studies at the Landfill for the evaluation of the groundwater monitoring network to assure that it adequately monitors the Landfill site and upon request shall submit the same to Cumberland.

(b) Monitoring wells shall be constructed by the Company at its costs around the Landfill site at such locations as may be required by VDEQ with monitoring results forwarded to the VDEQ and upon request to Cumberland.

Sec. 21G. Storm Water Drainage and Erosion Control. As part of the Operational Plan, the Company shall provide for the design, construction and maintenance, at the Company's expense, of sufficient silt fences, sedimentation ponds, drainage ditches or other safeguards on the Landfill property to assure that storm water runoff from roads and any of the improvements to the Landfill site shall not cause excessive erosion to the Landfill property or adjoining properties or otherwise violate any erosion and sedimentation plan as may be required by the VDEQ Regulations, the Virginia Department of Health or any other applicable state, local or federal agency.

Sec. 21H. Control of dust, litter, scavengers and vectors. The Operational Plan shall address appropriate measures reasonably satisfactory to Cumberland to assure that the operations of the Landfill shall not: (a) generate excessive dust so as to disturb adjoining property owners; (b) cause litter to accumulate along the public roads or nearby properties; (c) cause health risks to the general public due to scavengers or excessive

vectors being attracted to the Landfill site; (d) fail to provide a truck cleaning location so that every truck entering the Landfill shall not depart before its wheels are cleaned; and (e) fail to provide that the Waste materials are properly covered on a nightly basis in accordance with all Federal and VDEQ Regulations. In addition, the Company shall sweep and clean the public roadway as needed within 0.50 miles on either side of the main entrance to the Landfill to keep it free of accumulated mud, dirt, surface debris and litter.

Sec. 21I. Site Plan for Entrance. As part of the Operational Plan, the Company shall submit to Cumberland for its reasonable approval a site plan for the entrance to the Landfill including, but not limited to, the design and layout for a monument-style sign and landscaping design plans.

The Company shall, in operating the Landfill, comply with the Operational Plan and shall comply with all Federal and VDEQ Regulations (now in effect and as amended or adopted in the future) as they may apply to the operations of the Landfill, including, but not limited to, any Permits granted by the VDEQ or other state, local or federal agency.

Each and every term, condition and requirement stated in this Sec. 21, and each Sub-Section hereof, for inclusion in the Operational Plan may be enforced independently as part of the Company's obligations and duties to Cumberland under this Agreement, whether or not any Operational Plan is ever adopted, and regardless of whether the Operational Plan ultimately includes any such terms, conditions and requirements.

Sec. 22. Representations and Warranties of the Company. The Company

represents and warrants to Cumberland as follows:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the Commonwealth of Virginia. The Company has all necessary company power and authority to enter into and perform this Agreement and to consummate the transactions contemplated herein.

(b) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein have been duly authorized pursuant to all necessary Company action, and this Agreement has been duly executed and delivered by the Company. The execution, delivery and performance of this Agreement by the Company do not and will not conflict with or result in the breach of any of the terms of provisions of, or result in any violation of or constitute a default under any provision of the operating agreement or any agreement to which the Company is a party or by which it is bound or any statute, rule or regulation or judgment, order or decree applicable to the Company or any of its properties or operations.

(c) The Company will own the real estate upon which the Landfill will operate and, subject to obtaining all necessary Permits, licenses and zoning requirements, the Landfill can be operated and used by the Company in the manner contemplated by this Agreement.

Sec. 23. Representations and Warranties of Cumberland. Cumberland represents and warrants to the Company as follows:

(a) The Board of Supervisors is the duly elected governing body of

Cumberland County, Virginia, a political subdivision of the Commonwealth of Virginia. Cumberland has all necessary power and authority to enter into and perform this Agreement and to consummate the transactions contemplated herein.

(b) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein have been duly authorized pursuant to all necessary governmental action. This Agreement has been duly executed and delivered by Cumberland. The execution, delivery and performance of this Agreement by Cumberland do not and will not conflict with or result in the breach of any of the terms of provisions of, or result in any violation of or constitute a default under any provision of any Permit, license or agreement to which Cumberland is a party or by which it is bound or any statute, rule or regulation or judgment, order or decree applicable to Cumberland.

(c) Cumberland agrees to support through letters of support and otherwise, the Company in its application to VDEQ for development of the Landfill, and at such times as Company submits an application or petition seeking to permit, expand or modify the Landfill.

(d) Cumberland shall defend this Agreement and any permits or approvals granted by Cumberland for the location, construction or operation of the Landfill with counsel reasonably approved by the Company, and the Company shall bear the reasonable costs of such defense.

Sec. 24. Conditions Precedent and Force Majeure. The granting of final zoning requirements and all required Permits are conditions precedent to the Company's

obligations hereunder. In the event that the Company is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inclement weather conditions, restrictive governmental laws or regulations, breaches of this Agreement by Cumberland, its agents and employees, delays of governmental authorities in responding to permit applications or requests for approvals, riots, insurrections, terrorist acts, war or other reason of a similar nature not the fault of the Company in performing work or doing acts required under the terms of this Agreement, then performance of that act shall be excused for the period of the delay, hindrance or prevention. In order to avail itself of the terms of this Section, the Company must notify Cumberland in writing within thirty (30) days of the occurrence of any such event, otherwise such event shall be deemed as waived for the purposes of force majeure.

Sec. 25. Land Acquisition, Rezoning Requirement and Access Road Construction.

The Company, at its sole expense, shall be responsible for obtaining the land necessary to operate the Landfill and having it rezoned with an appropriate conditional use permit. The rezoning of the property, the issuance of a conditional use permit and revisions to County ordinances are conditions precedent to the Company's obligations under this Agreement. In addition, the condemnation by Cumberland of any property or property right(s) deemed reasonably necessary by the Company or Cumberland to serve a public purpose shall be deemed a condition precedent to the Company's obligations under this Agreement; provided, however, should a final judicial determination be made that Cumberland lacks the proper authority to so condemn any such property, Cumberland's inability to condemn shall not be deemed to be a breach by Cumberland. Any reasonable

costs paid to any third party property owners as a result of such condemnation, along with any expenses and reasonable attorney fees incurred in connection with the condemnation, shall be promptly reimbursed to Cumberland by the Company. Once any wastes are deposited or deposited on any such property, the portion of the property containing such wastes shall no longer be eligible for condemnation by Cumberland, and the condemnation of any portion of the property containing such wastes shall not be considered as a condition precedent to the Company's obligations under this Agreement.

It is understood and agreed that Cumberland shall be under no obligation to approve any such rezoning, ordinance amendment or to issue a conditional use permit **or** to initiate condemnation unless Cumberland finds that the granting of the rezoning, ordinance amendment, conditional use permit or condemnation is reasonable, consistent with good land use planning, and is in the best interests of the health and welfare of the citizens of the County and serves a public purpose. In no event shall the failure to grant such rezoning, ordinance amendment or to issue a conditional use permit be deemed a breach of this Agreement by Cumberland.

The parties hereto understand that Cumberland may: (a) provide additional requirements, terms and conditions in any such conditional use permit as may be issued by the County for the operation of the Landfill; and, (b) adopt appropriate ordinances or amendments for prohibitions and fines relating to the depositing of Prohibited Waste at the Centers and the Landfill.

Regardless of any language herein to the contrary, if requested by the Company, Cumberland shall take ownership of and construct an industrial access road reasonably satisfactory to the Company from U.S. Route 60 to the Part A Permit Area of the

Landfill, and have same taken into the Virginia Department of Transportation system. Upon such request, the Company shall give the necessary land for such road to Cumberland, free and clear of any title defects and encumbrances, and without cost or charge to Cumberland, and the Company shall provide to Cumberland in advance sufficient funds to pay for all reasonable expenses associated with the construction of the road, including but not limited to engineering and construction costs. The parties agree to cooperate to acquire any public funding sources available to help offset the costs of such construction.

Sec. 26. Property Value Protection of Adjoining Property Owners. Company agrees to guarantee the value of all owner-occupied residential dwellings owned by fee simple owners of record on January 1, 2006 located within a one-half (1/2) mile of the Landfill's disposal boundary, as defined by the VDEQ Part B Permit, and to guarantee the value of all real estate owned by owners in fee simple of record on January 1, 2006 located adjacent to the Landfill's disposal boundary, as defined by the VDEQ Part B Permit in accordance with the contract terms shown on the Exhibit "A" attached hereto and made a part hereof. The Company shall, upon receipt of the Part B Permit necessary for the construction of the Landfill, notify all applicable property owners in writing of the protection program contained in this Agreement. Expressly excluded from coverage in this Section shall be any corporate, partnership or limited liability company owners of real property adjacent to or located within one half (1/2) mile of the Landfill's disposal boundary as defined by the VDEQ Part B Permit.

Sec. 27. Delay Damages, Liquidated Damages and Termination by Cumberland.

If within six (6) months of the signing of this Agreement, due to no fault of Cumberland or the Company, no site for the Landfill is rezoned, no conditional use permit is issued and/or no local ordinance is amended, all as necessary in the Company's reasonable opinion to successfully operate the Landfill, then Cumberland or the Company may terminate this Agreement and shall have no further obligations to each other. In the event of any appeal of the rezoning or conditional use permit, Cumberland or the Company shall have the right to terminate this Agreement if any such appeal is not finalized to the party's satisfaction within eighteen (18) months of the noting of the appeal.

If, for any reason, the wetland delineation for the Landfill site reasonably acceptable to the Company has not been finally approved by all applicable state and federal agencies within eight (8) months of the signing of the Agreement, then Cumberland or the Company may terminate this Agreement and shall have no further obligations to each other.

If, for any reason, the Part A application for the Landfill has not been finally approved by the VDEQ, within eighteen (18) months of the signing of the Agreement, then Cumberland or the Company may terminate this Agreement and shall have no further obligations to each other.

If for any reason, the Part B application for the Landfill has not been finally approved by the VDEQ, within thirty-six (36) months of the signing of the Agreement, then Cumberland or the Company may terminate this Agreement and shall have no further obligations to each other.

In the event that this Agreement is terminated by Cumberland or the Company,

the Company agrees that the real estate comprising the Landfill site may be rezoned by Cumberland to its presently existing zoning classification and the conditional use permit may be terminated, and the Company hereby waives any objection, claim or cause of action against Cumberland that it may have, either now or in the future, to dispute any such rezoning or termination of the conditional use permit by Cumberland or to claim any damages in connection with such rezoning or termination.

If, for any reason, the Landfill is not in full operation within eighteen (18) months of the approval of the Part B application by the VDEQ, then Cumberland shall be entitled to the payment of annual delay damages against the Company in the amount of Five Hundred Thousand Dollars (\$500,000.00), due within 90 days of the termination of the 18 month period and every anniversary thereafter, until such time as the Landfill is in full operation.

If, for any reason other than a Designated Event, the Company desires to terminate this Agreement at any time after receiving the Permit in accordance with Sec. 14, the Company will be allowed to do so provided (i) it gives 90 days written notice to Cumberland, and (ii) within such 90 day period it pays to Cumberland a liquidated damages fee of \$2,500,000 along with any Host Fees or other fees then due and owing to Cumberland. Upon receipt of such payment from the Company to Cumberland, this Agreement will terminate provided however if any Waste has been deposited into the Landfill, the provisions of Sec. 33 shall remain intact until the Landfill is released from scheduled maintenance and monitoring by the VDEQ in accordance with Federal and VDEQ Regulations. In the event the Company gives Cumberland one hundred eighty (180) days written notice of its intent to terminate due to a Designated Event, the

liquidated damage fee shall be waived by Cumberland upon the permanent closing of the Landfill and application for Closure being made to the VDEQ during such one hundred eighty (180) day period.

The annual delay damages and liquidated damage fee potential payable hereunder by the Company shall be payable, not as a penalty, but as liquidated damages representing an estimate of damages likely to be sustained by Cumberland as determined at the time of executing this Agreement as a fair and equitable measure of damages.

Regardless of any language contained herein to the contrary, in the event of any action or inaction that in the Company's reasonable opinion constitutes a Delay Period, the Company shall give Cumberland written notice confirming the commencement and any subsequent termination of the Delay Period. Any time period(s) provided for herein shall be extended by a time equal to such Delay Period.

The Company acknowledges that it is of substantial pecuniary benefit to Cumberland for all deadlines contained herein to be used to address worse case scenarios. Accordingly, Company agrees to work in good faith and with due diligence to perform the tasks prescribed by this Section as expeditiously as possible in accordance with industry standards.

Sec. 28. Enforcement. Failure by the Company to abide by the design criteria for the Landfill or the terms of the Operational Plan or any provision of this Agreement, which failure is material and is not promptly remedied after notice thereof from Cumberland, may be deemed a default, at Cumberland's reasonable discretion.

Sec. 29. Employment of County Citizens / County Businesses. In the event that there are opportunities for employment of County residents in performing the work associated with this Agreement, the Company agrees to give Preference to County residents assuming that they are properly qualified, in the Company's sole discretion, and that no E.E.O.C. regulations or other applicable laws, rules or regulations are violated. In the event that there are opportunities for the Company to utilize the goods and services of businesses located in County, the Company agrees to give Preference to County businesses provided that such goods and services are of comparable quality and price as may be provided by alternative goods and services, as determined by the Company in its sole discretion.

The Company certifies to Cumberland that the Company, in performing under this Agreement, will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. Pursuant to Virginia Code §§ 2.2-4311 and 2.2-4312, the Company (hereinafter referred to in this Section as "contractor") further agrees as follows:

(a) During the performance of this Agreement, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(II) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

(III) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

(b) The contractor will be encouraged to include the provisions of the foregoing paragraphs I, II and III in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(c) During the performance of this Agreement, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Sec. 30. Advisory Board. The Company and Cumberland agree that Cumberland may appoint an advisory board ("Advisory Board") to review and comment on operations at the Landfill. One or more County residents, one member of the County Board of Supervisors or its designee, and the Company's Landfill manager and a Company designee shall sit on the Advisory Board.

Sec. 31. Notices. Any notice involving this Agreement shall be made either by personal delivery or by registered or certified mail, return receipt requested, or by commercial courier service delivery (e.g. UPS, FedEx, etc.) and shall be deemed given upon personal delivery or upon delivery of such Notice into the U.S. Postal System or to a commercial courier service. Any such notice shall be given to the parties at the following addresses:

Cumberland:

Judy Ownby
County Administrator
Cumberland County
P.O. Box 110
Cumberland, Virginia 23040

With copies to:

County Attorney

Company:

Jim Zieche
Cumberland County Development Company, LLC

2490 Charles City Road
Richmond, Virginia 23231

With copies to:

Meade A. Spotts
Spotts Fain PC
411 E. Franklin Street, Suite 600
Richmond, VA 23219

Guarantor:

Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85032
Attn: Corporate Secretary

Either party may change the location or individuals for receipt of notices hereunder by providing written notice to the other party aforesaid.

Sec. 32. Insurance. During the Term, Company agrees to carry the following types and amounts of insurance coverage with companies having at least an "B+" financial strength rating by A.M. Best Company:

- (a) Commercial General Liability - \$2,000,000 per occurrence
\$5,000,000 aggregate
- (b) Worker's compensation - Statutory requirements
- (c) Employer's Liability - \$1,000,000 each accident
- (d) Property Insurance (Special Form) - Coverage amount sufficient for replacement of physical building structures and leasehold improvements
- (e) Pollution Legal Liability - \$5,000,000 each loss

Cumberland, its officers, directors and employees shall be shown as additional insureds for liability arising out of the activities performed by Company under this

Agreement. All such insurance policies shall provide that they shall not be canceled without at least 30 days prior written notice to Cumberland. Company shall provide Cumberland with a certificate of insurance upon reasonable request. Notwithstanding any other provision of this Agreement, however, Cumberland acknowledges and agrees that Company, as guaranteed by the Guarantor, may self-insure any or all of the coverage required by this Agreement.

Sec. 33. Indemnity. The Company agrees to protect, indemnify and save harmless Cumberland, its agents, employees and subcontractors, against any and all loss and liability, claims and demands of every kind, character and description whatsoever, including reasonable attorneys' fees, arising out of the Company's operation of the Landfill or out of any act, omission, obligation or undertaking of the Company or its agents or employees or independent contractors or Company Controlled Waste Stream Providers, which may be asserted against Cumberland by any person, firm, corporation or other entity whomsoever, whether such act, undertaking, or obligation arose out of tort or contract or whether the act complained of is predicated upon the negligence of the Company, its agents or employees or independent contractors or Company Controlled Waste Stream Providers, or any administrative or judicial proceedings relating to or arising in connection with any zoning, land use or environmental matters, which may be asserted against Cumberland by any person, firm, corporation or other entity whomsoever, whether such act, undertaking, or obligation arose out of tort or contract or whether the act complained of is predicated upon the negligence of the Company, its agents or employees or independent contractors or Company Controlled Waste Stream

Providers, provided however that the Company does not agree to indemnify Cumberland for occurrences or omissions to the extent caused by or arising out of the negligence or willful misconduct of Cumberland, its officers, agents, servants and employees, either or all, any suit or administrative action brought against them or any of them, arising from any such cause.

Sec. 34. Continuing Obligations of the Company. Unless otherwise specifically stated herein, all of the Company's obligations, covenants, duties, requirements and agreements provided in this Agreement shall be in effect for the Term or any extension thereof, at no cost, charge or expense to Cumberland, the County Residents or the County Designees.

Sec. 35. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia, and any dispute or matters involving litigation between the parties hereto shall be heard in the General District Court or Circuit Court of Cumberland County, Virginia.

Sec. 36. Breaches. Upon written notice by either party (the "Notifying Party") to the other party (the "Breaching Party") of any material breach of the terms and provisions of this Agreement, the Breaching Party shall have thirty (30) days to cure any such breach. If such breach is not cured within thirty (30) days, or in the event such breach cannot be reasonably cured within thirty (30) days, if the Breaching Party has failed to act with due diligence to correct such breach in a timely manner, the Notifying Party may, in

addition to any other remedies available in this Agreement, assess against the Breaching Party the sum of Five Hundred Dollars (\$500.00) per day until the breach is cured, not as a penalty, but as liquidated damages representing an estimate of damages likely to be sustained by the Notifying Party as determined at the time of executing this Agreement as a fair and equitable measure of damages. No waiver or breach of any of the covenants or terms contained in this Agreement shall be construed as a waiver of any prior or succeeding breach of the same covenant or any other covenant of this Agreement.

Sec. 37. Attorney Fees. In the event that either party incurs any expenses in enforcing the terms of this Agreement or in collecting any of the sums due pursuant to this Agreement, the parties agree that the prevailing party shall be entitled to reasonable expenses and attorney fees from the non-prevailing party.

Sec. 38. No Partnership. Nothing in this Agreement shall be construed to constitute a joint venture or partnership between the Company and Cumberland.

Sec. 39. Modification. No modification, release, discharge or waiver of any provision hereof shall be of any force or effect, unless in writing signed by both parties hereto.

Sec. 40. Non-Assignable Rights. With the exception of the transfer of this Agreement to a related entity of Company, which shall be allowed with written notice to Cumberland, the Company shall not transfer or assign or subcontract its rights and

obligations hereunder to any third-party without the express written consent of Cumberland, which consent may be withheld with or without cause.

Sec. 41. Construction of Language. Both parties to this Agreement have been represented by counsel during the negotiating and drafting of this Agreement. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties.

Sec. 42. Severability. If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

Sec. 43. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns, including, but not limited to any successor-in-title to the real estate that may be used for the Landfill site.

Sec. 44. Execution of Agreement. The original and multiple copies of this Agreement may be executed and the original and each such copy shall be of equal dignity and effect.

Sec. 45. Government Certification. For the purposes of Virginia Code § 10.1-1408.1, this Agreement shall be deemed to be certification by Cumberland that a host agreement has been reached between the Company and Cumberland.

Sec. 46. Dispute Resolution. Any dispute or difference of opinions between the parties, to include but not limited to occasions where this Agreement requires the parties to act in good faith and/or in a reasonable or affirmative manner, arising out of or relating to this Agreement which cannot be resolved by both parties within a reasonable time shall be reviewed by non-binding arbitration in accordance with the following schedule: either party may, by notice to the other, appoint an expert. The experts chosen shall be allowed 30 days to reach a decision. Should the two experts fail to reach a decision, they shall notify the parties in writing prior to the close of the 30 day period. Within 10 days thereafter, the two experts, in turn, will appoint a third expert. Then the three experts will, as promptly as possible but in no less than 30 days, determine the values or decisions required under this Agreement. If the second expert will not have been appointed as provided above, then the first expert will determine such values. If, within 10 days after the appointment of the second expert, the two experts cannot agree on the appointment of a third expert, they will give written notice of their failure to agree to the parties. If the parties fail to agree on the selection of a third expert within 10 days thereafter, either of the parties, on notice to the other, may apply for judicial resolution in a court of competent jurisdiction in the Commonwealth of Virginia. Upon reaching a decision, the experts will give written notice to the parties stating their determination, and will furnish to each party a copy of their determination notice signed by them. The determination of the majority of the experts, or of the sole expert, as the case may be, will be non-binding on the parties, and each party shall be free to seek judicial resolution in a court of competent jurisdiction as specified in Sec. 35. Each party will pay the fees and

expenses of the expert appointed by it, and together will bear equally the fees and expenses of the third expert and any other expenses of the process.

Sec. 47. Holidays. The Landfill may be closed, at the Company's option, on all Federally recognized holidays, including but not limited to Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas and New Year's Day.

Sec. 48. Guarantee. Company's performance of its obligations hereunder shall be guaranteed by the Guarantor pursuant to the terms of Exhibit "B" attached hereto and made a part hereof.

Sec. 49. Short Form Memorandum. Either party may record a short form memorandum outlining the major terms of this Agreement among the land records of the Circuit Court of Cumberland County, Virginia so that the terms and conditions of this Agreement shall be binding upon and run with the land or lands that may be acquired by the Company in the future for purposes of implementing this Agreement.

Sec. 50. Prorations. The parties acknowledge that the Commencement Date and Operation Date cannot be precisely determined. Therefore, whenever this Agreement calls for actions to take place on a calendar basis, monthly basis or annual basis, the parties agree to prorate all aspects of such actions so as to allow for an orderly and structured accounting and scheduling system, as reasonably agreed to by the parties.

Witness the following signatures and seals this _____ day of _____ 2006:

THE BOARD OF SUPERVISORS OF
CUMBERLAND COUNTY, VIRGINIA

By: _____
Chairman

Attest: _____
Clerk of the Board

Approved As To Form:

County Attorney

CUMBERLAND COUNTY

DEVELOPMENT COMPANY, LLC

By: _____
(Vice) President

Attest: _____
Secretary

Exhibit "A"

Property Protection Contract

PROPERTY VALUE ASSURANCE AGREEMENT

This Property Value Assurance Agreement ("Agreement") is entered into on this _____ day of _____, 2006, by and between Cumberland County Development Company, LLC, ("CCDC") and _____ (the "Participant").

In consideration of the promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties acknowledge that: (a) CCDC is the owner of certain real estate located in Cumberland County, Virginia near U.S. Route 60, such real estate being more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Real Property"); (b) CCDC is seeking all necessary authorizations to permit, develop, construct and operate a municipal solid waste landfill on the Real Property (the "Landfill"); and (c) Participant owns the real property more fully described on Exhibit B attached hereto and incorporated herein by reference (the "Participant's Property"), and that Participant has concerns regarding the effect of the Landfill on the value of the Participant's Property. As such, CCDC desires to reassure the Participant with respect to the value of the Participant's Property as it might be affected by the Landfill.
2. CCDC and the Participant each agrees to be bound by the terms of the Property Value Assurance Program more fully described on Exhibit C attached hereto and incorporated herein by reference (the "Program"). The Participant acknowledges and agrees that he or she shall not oppose in any way the permitting, development, construction or operation of the Landfill so long as the Landfill is in material compliance with State and Federal laws and regulations.
3. This Agreement will terminate upon the earlier to occur of the following: (a) final determination by CCDC that there will not be an Landfill operated on the Real Property; (b) if the Landfill is placed in operation on the Real Property, such operations are terminated and a closure of the Landfill has been completed; (c) the Participant sells the Participant's Property; or (d) as otherwise set forth under the Program. Upon the occurrence of any of the above-described events, this Agreement will automatically terminate, and upon the request of any party to this Agreement the parties will execute in recordable form a Termination Agreement appropriate to terminate this Agreement of record.
4. This Agreement will be binding upon and inure to the benefit of the parties hereto and the successors and assigns of CCDC.

5. Participant acknowledges and agrees that if he or she breaches this Agreement, he or she shall surrender all rights under the Program and CCDC shall no longer be obligated to provide any benefits to the Participant under the Program.
6. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first above written.

Cumberland County Development Company., LLC

By: _____
Title: _____

PARTICIPANT

Name

Signature

Name

Signature

Property Protection Contract EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Property Protection Contract EXHIBIT B

DESCRIPTION OF PARTICIPANT'S PROPERTY

OWNER(S): _____

ADDRESS IF A DWELLING: _____

LEGAL DESCRIPTION OF PROPERTY IF A VACANT LOT:

Property Protection Contract EXHIBIT C

PROPERTY VALUE ASSURANCE PROGRAM

1. Fee simple Owners on January 1, 2006 (i) residentially zoned properties or properties containing fully functionally residences located within one half mile of the VDEQ Part B permitted disposal area of the Landfill (“Eligible Properties”) and (ii) all other real property Owners owning real estate located adjacent to the Facility’s disposal boundary as defined by the VDEQ Part B Permit qualify to participate in the Cumberland County Development Company, LLC (“CCDC”) Property Value Assurance Program (“Program”).
2. An Eligible Property would be protected within the parameters of the Program against the devaluation of the property based upon the presence of the Landfill.
3. The Program would become effective when all permits necessary for the construction and operation of the Landfill are final and no longer subject to appeal and have been registered through the county court as legal and binding (the “Effective Date”). In no event shall CCDC have any obligation to make any payments pursuant to the Program until the Effective Date.
4. The Program would be offered on a one-time basis with respect to the Eligible Properties.
5. As a condition to participation in the Program, the owner or owners of an Eligible Property who elect to participate in the program (“Participants”) agree not to oppose in any way the permitting, development, construction or operation of the Landfill so long as the Landfill is in material compliance with State and Federal laws and regulations.
6. Under the Program, CCDC would offer a sign-up period beginning _____, 200____, and ending on _____, 200____, during which the proposed Participants would be offered the opportunity to sign-up for the Program.
7. Under the Program, CCDC and the Participants, through an Advisory Board, would mutually agree upon an approved list of residential real estate appraisers (the “Approved Appraisers”). CCDC, at its expense, would obtain an appraisal of the Participant’s Property as of Effective Date, through one of the Approved Appraisers, within 90 days after the Effective Date. If a Participant so chooses, a second appraisal would be performed by another Approved Appraiser at the Participant’s expense and the appraised value then would equal the average of the two appraisals. The appraised value for each Participant’s Property would be the Base Year Value for such Participant’s Property.
8. For the life of the Program, the Base Year Value would be adjusted on a annual basis by the greater of the average percentage increase or decrease, as the case may be (the “Index Percentage”), of residential re-sales for the Second District in Cumberland County as

determined by the MLS sales for the immediately previous year. The Base Year Value as adjusted from time-to-time by the Index Percentage would be the "Adjusted Property Value."

The Base Year Value for each Participant of the Property Value Assurance Program and the Index Percentage rates would be recorded and maintained by the Advisory Board for the duration of the Program. The Index Percentage rate would be recorded on an annual basis beginning with the six-month period ending December 31, 2006. The base Year Value and the Adjusted Property Value for a Participant and the Index Percentage rates would be available for inspection by such Participant.

9. If a Participant makes an improvement to his or her property during the term of the Program, which the Participant believes to have increased the Adjusted Property Value of the Participant's Property, such Participant shall, within 90 days after completion of such improvement, present to CCDC a copy of the contract with the licensed contractor who made the improvement which shows the cost of the improvement, together with receipts showing that the Participant has paid such cost. If the Participant personally does the improvement, then the Participant must obtain an appraisal at his or her expense from an Approved Appraiser of the amount which such improvement would have cost if done by a licensed contractor and submit the appraisal to CCDC. The cost or appraised cost, as the case may be, of the improvement would then be added to the Adjusted Property Value as of the next Index Percentage Date, following the date on which the improvement is made. Improvements do not include maintenance items and the repair or replacement of like items or landscaping. If the Participant and CCDC disagree as to whether an item qualifies as an improvement, the Participant and CCDC would each select an Approved Appraiser. The two appraisers selected would then select a third Approved Appraiser. The three appraisers would then determine whether the item qualifies as an improvement.
10. If, during the term of the Program, a Participant in the Program desires to sell the Participant's Property, the Participant would be required to list the Participant's Property for sale at or above the Adjusted Property Value as of the annual adjustment date immediately preceding the date on which the property is listed for sale in order to be eligible for resale protection. If the Participant sells the Participant's Property for less than such Adjusted Property Value within eight months from the initial listing date, the Participant would not receive any reimbursement from CCDC. If the property is not sold by the Participant during the initial eight-month period after the property is first listed for sale, the Participant would be eligible to receive reimbursement from CCDC in the event the Participant's Property is sold after such eight-month period for a price less than such Adjusted Property Value. If the property is sold subsequent to such eight-month period to a bona fide third party purchaser for less than such Adjusted Property Value, CCDC would reimburse the Participant for any shortfall up to a maximum of 15% of the Adjusted Property Value as of the Index Percentage Date immediately preceding the date on which the property is first listed for sale.

Example: February 1, 2006 Base Year Value \$150,000

Cumulative Index Percentage 20%
Increase since December 31, 2007

Adjusted Property Value as of the \$180,000
Index Percentage Date Immediately
Preceding the Listing Date.

The Participant's Property is listed at \$180,000. If the Participant's Property is not sold within the first eight months after listing, CCDC would reimburse the Participant for the difference between the actual gross sales price paid by a bona fide third party purchaser and \$180,000, up to a maximum of \$27,000 (15% of Adjusted Property Value).

11. Each Participant under the Program would be required to maintain his or her property in a state of good condition and repair as a condition to receiving reimbursement from CCDC.
12. The Program would be in effect as of the Effective Date for so long as the Landfill site accepts waste for disposal.
13. An Advisory Board would convene as needed in an open meeting to:
 - A. Address issues of concern to the Participants of the Program concerning the Landfill or Program.
 - B. Monitor the Index Percentage and aid in the calculation of the Adjusted Property Values.

The Advisory Board shall be formed consistent with the Host Agreement.

Exhibit "B"

GUARANTY

Allied Waste North America, Inc., a Delaware corporation (hereinafter, "Allied"), in order to induce the Board of Supervisors of Cumberland County, Virginia, (hereinafter, the "County") to enter into the attached Agreement, dated May __, 2006, by and between the Board of Supervisors of Cumberland County, Virginia and Cumberland County Development Company, LLC, (hereinafter referred to collectively as the "Agreement" and as further defined herein), and for other good and valuable considerations, the receipt of which is acknowledged by Allied Waste North America, Inc., the said Allied Waste North America, Inc. hereby:

(a) absolutely, unconditionally and continually agrees to pay any and all monies or obligations whatsoever owed or that may become due from Cumberland County Development Company, LLC (hereinafter, the "LLC"), to the County pursuant to the Agreement, including, but not limited to, any late charges, interest, reasonable attorney fees, delay damages (if any), liquidated damages (if any), any monies payable under the indemnity provisions of Section 33 of the Agreement, and any other payments, fees, charges, expenses, costs or sums of money whatsoever as become owing from the LLC or its successors in interest to the County or its successors in interest pursuant to or arising in connection with the Agreement;

(b) absolutely, unconditionally and continually agrees to guarantee the performance of each and every duty, obligation and undertaking of the LLC pursuant to or arising in connection with the Agreement;

(c) agrees that its liability shall not be discharged by any extension of time of the Agreement, any increase or modifications in the amount of the payments, fees, charges, expenses, costs or sums of money whatsoever due pursuant to the Agreement, or any other

modifications, amendments, additions or deletions to the Agreement, including, but not limited to, any change in the manner, place or terms of payment or performance of any obligation of the LLC pursuant to or arising in connection with the Agreement, or any indulgence, compromise, settlement or accommodation of any kind whatsoever granted to the LLC, with or without notice to Allied;

(d) agrees that the acceptance of any composition or settlement, whether in bankruptcy proceedings or upon the dissolution or termination of the LLC or otherwise shall not in any way operate as a release of Allied under this Guaranty, with or without notice to Allied;

(e) agrees that its liability shall not be discharged by any assignment of the Agreement by the LLC and/or the County, with or without notice to Allied;

(f) agrees that in the case of insolvency, dissolution or bankruptcy proceedings of the LLC, or creditor proceedings against the LLC, all obligations and duties of the LLC pursuant to or arising in connection with the Agreement shall become the obligations and duties of Allied;

(g) agrees that this Guaranty shall extend to and be binding upon Allied's successors and assigns, and shall inure to the benefit of the County and its successors and assigns, and that Allied's liabilities and obligations pursuant to or arising in connection with this Guaranty shall not be assigned without the prior written consent of the County, which consent may be withheld with or without cause or reason;

(h) agrees that this Guaranty shall be interpreted according to the laws of the Commonwealth of Virginia, and that the venue for any litigation regarding the Agreement and this Guaranty shall be conducted exclusively in the courts of Cumberland County, Virginia;

(i) agrees that the execution, delivery and performance of this Guaranty have been duly authorized pursuant to all necessary corporate actions of Allied and do not and will not conflict

with or result in the breach of any of the terms of its bylaws or articles of incorporation or any agreement, statute, rule, regulation, judgment, order or decree applicable to Allied;

(j) agrees that it has been represented by counsel during the negotiating and drafting of the Agreement and this Guaranty and, accordingly, the rule of construction of contract language against the drafting party is hereby waived by Allied;

(k) agrees, that with respect to the construction and interpretation of this Guaranty, Allied shall not be deemed to be a gratuitous guarantor and it acknowledges that material benefits inure to Allied by virtue of the County's willingness, as induced by this Guaranty, to enter into the attached Agreement;

(l) agrees that Allied shall not be released from its obligations and liabilities pursuant to this Guaranty by virtue of the County's failure or inaction in demanding the performance of any terms or provisions of the Agreement;

(m) agrees that, notwithstanding any language herein to the contrary, Allied's obligations, duties and liabilities pursuant to this Guaranty shall be construed and interpreted according to the laws of suretyship; provided, however, Allied hereby waives any and all rights and demands that Allied would otherwise be entitled to enjoy or make pursuant to §49-25 and §49-26 of the Code of Virginia 1950 (as amended) ;

(n) waives any and all notices (including, but not limited to, notices of acceptance or default), presentments, demands and protests and waives any defenses provided by any statutes of limitation or repose, applicable to the Agreement or this Guaranty, or the doctrine of laches, to which it might otherwise be entitled in connection with the Agreement and/or this Guaranty or as may be otherwise provided by law; and,

(o) waives the benefit of any exemption under the Homestead laws or Bankruptcy Code;

(p) agrees that if at any time any payment or performance of any of the duties, obligations or undertakings of the LLC pursuant to the Agreement, or any payment or performance required of Allied pursuant to this Guaranty, is rescinded or is required to be restored or returned because of insolvency, bankruptcy, reorganization or otherwise, Allied's obligations hereunder with respect to such payment or performance shall be reinstated or reaffirmed as through such payment had been due or performance required, but not paid or performed, at the time of such rescission or requirement.

(q) agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by the County in connection with the enforcement of the Agreement and this Guaranty.

Regardless of any language contained herein to the contrary, Allied shall be entitled to all notice(s) required under the terms of the Agreement.

As used in this Guaranty, the term "Agreement" shall include any renewals, extensions of time, accommodations, modifications, changes, amendments, deletions and/or additions as may occur from time to time to the attached Agreement, dated May __, 2006, by and between the Board of Supervisors of Cumberland County, Virginia and Cumberland County Development Company, LLC, whether or not any notices of any such renewals, extensions of time, accommodations, modifications, changes, amendments, deletions and/or additions are provided to Allied.

If any term or provision of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, this Guaranty shall remain in effect and be construed without regard to such term or provision.

This Guaranty is a guaranty of payment and not of collection, and is a direct guaranty by Allied of the performance of all the LLC's duties, obligations and undertaking pursuant to the

Agreement. The County shall be entitled to bring any suit, action or proceeding against Allied for the enforcement of any provision under this Guaranty without exhausting any other remedies which it may have pursuant to the Agreement, without bringing any action against the LLC or any other person and without resort to any insurance or other forms of relief. The County may exercise its rights hereunder and pursuant to the Agreement jointly and severally against Allied and/or the LLC. Each default hereunder shall give rise, at the sole option of the County, to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

This Guaranty may be executed in counterparts and each such counterpart shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

This Guaranty constitutes the entire understanding and all agreements between the County and Allied. This Guaranty may be amended, supplemented or terminated only in writing, signed by the County and Allied, or their respective successors and assigns.

This Guaranty shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Witness the following signatures and seals on this ____ day of May, 2006.

Allied Waste North America, Inc.,
a Delaware corporation

Date: _____ By: _____ (SEAL)
(Vice) President

Date: _____ Attested: _____ (SEAL)
Secretary

The Board of Supervisors of Cumberland County, Virginia, hereby accepts this Guaranty as a material inducement for it to enter in to the aforementioned Agreement.

THE BOARD OF SUPERVISORS
CUMBERLAND COUNTY, VIRGINIA

By: _____
Chairman

Attest: _____
Clerk of the Board

Approved As To Form:

County Attorney