AMENDED AND RESTATED HOST AGREEMENT

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AMENDED AND RESTATED HOST AGREEMENT

This Amended and Restated Host Agreement ("Agreement") dated July 11, 2019, between Cumberland County, Virginia, a body politic and political subdivision of the Commonwealth of Virginia ("Cumberland" or "County"), and Green Ridge Recycling and Disposal Facility, LLC, a Virginia limited liability company ("Green Ridge") (singularly, a "Party" and, collectively, the "Parties"), amends and replaces the original Host Agreement executed by the County and Green Ridge dated August 2, 2018. This Agreement recites and provides as follows:

RECITALS

R-1. Green Ridge owns or has acquired or has a right to acquire certain real properties located in the County on which Green Ridge intends to construct a Sanitary Landfill (the "Landfill"). The said properties contain a total of approximately 1200± acres and are more fully described on a plat which is attached hereto as **Exhibit A**, and to which plat reference is hereby made for a more complete and accurate description of the Landfill real properties.

R-2. Green Ridge will apply to the Virginia Department of Environmental Quality ("VDEQ") for, and will seek to obtain, a Virginia Solid Waste Management Facility Permit (the "Permit") for the construction and operation of the Landfill.

R-3. After the Permit is issued to Green Ridge, Green Ridge will commence operations of the Landfill under the Permit and in accordance with the terms of this Agreement and applicable zoning regulations.

R-4. Virginia Code § 10.1-1408.1.B.7 requires that any application for a new solid waste management facility permit must be accompanied by certification from the local governing body that a host agreement has been reached between the applicant and the governing body. While the Landfill is referred to as a "sanitary landfill" in this Agreement, it is a "municipal solid waste landfill" within the meaning of Virginia Code § 10.1-1408.1.B.7. Cumberland and Green Ridge intend to, and do, enter into this Agreement for the purpose of complying with Virginia Code § 10.1-1408.1.B.7, and to set forth their respective rights, duties, and obligations.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

DEFINITIONS

"The "Act" shall mean the Virginia Waste Management Act, 10 Va. Code §§ 10.1-1400 *et. seq.*

"Agricultural Waste" means all solid waste produced from farming operations, including farm-related Construction Waste.

"Compensable Solid Waste" means all Solid Waste received at the Landfill except: (1) Solid Waste from County residents accepted at the Convenience Center drop off station; (2) Solid Waste received from County Government facilities and accepted by the Landfill for free disposal; (3) daily cover materials and beneficially reused materials not counted by the VDEQ against the daily tonnage limit under the Permit; (4) other material for which Green Ridge does not receive payment for acceptance at the Landfill from County residents or organizations located in the County; and (5) other material for which Green Ridge does not receive payment for accepting at the Landfill, which is approved by the County Board of Supervisors to constitute an exemption from Compensable Solid Waste.

"Construction Demolition Debris Recycling Facility" is a Facility that accepts materials classified as nonhazardous construction demolition debris for the primary purpose of recycling for reuse the nonhazardous construction demolition debris that the Facility receives.

"Construction Waste" means Solid Waste that is produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures. Construction Waste includes, but is not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not Construction Waste for purposes of this Agreement.

"Container" means any portable device in which a material is stored, transported, treated, or otherwise handled and includes transport vehicles that are containers themselves (*e.g.*, tank trucks) and containers placed on or in a transport vehicle.

"Convenience Center" means a collection point for the temporary storage of solid waste provided for individual solid waste generators who choose to transport solid waste generated on their own premises to an established centralized point, rather than directly to a disposal facility. To be classified as a Convenience Center, the collection point may not receive waste from collection vehicles that have collected waste from more than one real property owner. A Convenience Center shall be on a system of regularly scheduled collections.

"County Government" means agencies, departments, and other entities staffed primarily by County employees; public schools located in the County; and institutions administered and funded by the County, including jails, parks, and playgrounds, but excluding agencies and departments of the Commonwealth of Virginia or the federal government. Notwithstanding the foregoing, for purposes of this Agreement, County Government shall include all governmental or quasi-governmental offices in the County for which the solid waste is collected by County employees, including, but perhaps not limited to, the Virginia Cooperative Extension Office and the local office of the Virginia Department of Social Services.

"Debris Waste" means Solid Waste resulting from land-clearing operations. Debris Waste includes, but is not limited to, stumps, wood, brush, leaves, soil, and road spoils.

"Demolition Waste" means that Solid Waste that is produced by the destruction of structures and their foundations and includes the same materials as Construction Waste.

"Disaster Waste" means any Solid Waste and debris that is generated as a result of, or in connection with, any significant storm or other severe weather occurrence, natural or man-made disaster, war, act of terrorism, or other similar occurrence or event, and such similar Solid Waste generated in connection with clean-up and/or reconstruction activities resulting from any such occurrences or events.

"Household Waste" means any Solid Waste material, including garbage, trash, and refuse, derived from households. Households include single residences, individual apartment units, and duplexes. Household Waste does not include sanitary waste in septic tanks (septage) that is regulated by other state agencies, and does not include containers utilized by commercial landlords or other businesses.

"Landfill Liaison" mean one or more full time employees of the County whose responsibility includes the monitoring and inspection of waste transportation and disposal practices in the County, all as required pursuant to Va. Code § 10.1-1408.1 (B)(7).

"Municipal Solid Waste" means that Solid Waste that is normally composed of residential, commercial, institutional, approved industrial, or approved special Solid Waste, and residues derived from combustion of these wastes.

"Operation" means all waste management activities at a solid waste management facility beginning with the initial receipt of solid waste for treatment, storage, disposal, or transfer and ceasing with the initiation of final closure activities at the solid waste management facility subsequent to the final receipt of Solid Waste.

"Permit" means the written permission of the Virginia Department of Environmental Quality (VDEQ) to own, operate, or construct a Solid Waste Management Facility.

"Post-closure" means the requirements placed upon Solid Waste Disposal Facilities after closure to ensure environmental and public health safety for a specified number of years after closure.

"Reclaimed Material" means material that is processed to recover a usable product or is regenerated to a usable form.

"Refuse" means all solid waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from cleanup of spills or contamination, or other discarded materials.

"Regulations" or "VDEQ Regulations" means VDEQ regulations pertaining to the permitting, operation, monitoring, and closure of a Solid Waste Management Facility.

"Sanitary Landfill" means an engineered land burial facility for the disposal of Municipal Solid Waste that is so located, designed, constructed, and operated to contain and isolate the waste so that it does not pose a substantial present or potential hazard to human health or the environment. For purposes of this Agreement, a Sanitary Landfill may receive only those types of Solid Waste permitted pursuant to the terms hereof.

"Sludge" means any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of treated effluent from a wastewater treatment plant.

"Solid Waste" means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from industrial, commercial, mining, agricultural operations, or community activities, but does not include (i) solid or dissolved material in domestic sewage, (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to a permit from the State Water Control Board, or (iii) source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended. Solid Waste also includes approved special waste.

"Solid Waste Disposal Facility" means a Solid Waste Management Facility at which Solid Waste will remain after closure.

"Solid Waste Management Facility" or "SWMF" means a site used for planned treating, storing, or disposing of solid waste. A facility may consist of several treatment, storage, or disposal units. The Sanitary Landfill, or Landfill, which is the subject of this Agreement is a Solid Waste Management Facility.

SECTION 1. OPERATIONS

1.1 Acceptable Waste

The Landfill shall be permitted and operated, and will continue at all times to operate, as a Sanitary Landfill and is authorized to accept Municipal Solid Waste, Construction Waste, Debris Waste, Demolition Waste, and Disaster Waste so long as the said Disaster Waste is not of any type identified herein as Unacceptable Waste, as defined in Section 3 below (hereinafter such authorized waste is referred to a "Acceptable Waste"). Green Ridge will operate the Landfill as a Sanitary Landfill and will accept only those wastes authorized by the Act and Regulations as they may from time to time be amended; by the Permit, including subsequent permit(s) and permit modifications that may be issued from time to time; and authorized by this Agreement.

Green Ridge will notify the Board of Supervisors of the County (the "Board of Supervisors") and obtain its approval (which approval shall not be unreasonably withheld) prior to submitting any request to VDEQ for approval of the receipt of any type of waste not contemplated by this Agreement. Prior to any such waste being accepted or disposed of at the Landfill, this Agreement must be amended in writing and duly approved by the Parties hereto.

a. Fly ash may be accepted at the Landfill, but solely for use as construction material, or as road beds. Fly ash shall be utilized and managed in compliance with all applicable laws, regulations, and permit requirements.

1.2 Unacceptable Wastes. Green Ridge shall not accept for disposal in the Landfill any of the following ("Unacceptable Wastes"):

a. Any material the disposal of which at the time of acceptance would violate the then-existing Permit or any then-current federal, or state, laws, rules or regulations pertaining to a Sanitary Landfill;

b. Any "Hazardous Waste" which shall be deemed to be: (i) any waste defined as "hazardous waste" by Section C of the Resource Conservation and Recovery Act; (ii) any waste defined as "hazardous material" or identified as hazardous waste and described and regulated by VDEQ's Hazardous Waste Management Regulations; (iii) solid waste, which because of its quantity, concentration or physical, chemical or infectious characteristics may: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health, the Landfill, or the environment when treated, stored, transported, disposed of, or otherwise managed; (iv) potentially infectious medical waste; (v) regulated levels of polychlorinated biphenyls as defined by the Toxic Substances Control Act, 15 U.S.C. § 2601-2629, or regulations adopted thereunder; and (vi) radioactive waste or low-level radioactive waste as defined by the Atomic Energy Act, 42 U.S.C. § 2011, et seq., or the Southeast Interstate Low-Level Radioactive Waste Management Compact, or the implementing regulations of either;

c. Any nonhazardous domestic, irrigation return flows or industrial wastewater sludges not approved for disposal by VDEQ regulations, or industrial discharges which are point sources subject to permits under § 402 of the Federal Water Pollution Control Act, as amended (86 Stat. 880);

d. Any nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923);

e. Any material number of animal carcasses disposed of in a single day or, except as authorized by the Permit, without specific written approval by the County.

f. Sludge.

g. Any recycled or processed construction and demolition debris ("Processed C&D") from a Construction Demolition Debris Recycling Facility that Green Ridge knows, at the time of Green Ridge's acceptance of the material, that the Construction Demolition Debris Recycling Facility did not recycle out the sheetrock. For purposes of this provision, Green Ridge is deemed to have knowledge of the recycling practices of companies to which it is related through full or partial common ownership.

h. Fly ash.

1.3 Removal of Unacceptable Wastes. In the event Unacceptable Wastes are deposited in the Landfill, Green Ridge shall promptly notify the Board of Supervisors, and Green Ridge shall, at no expense to the County, promptly remove or cause to be removed the Unacceptable Waste from the Landfill and cause the same to be disposed of in accordance with all applicable laws and regulations.

1.4 Service Area. The maximum allowable service area of the Landfill for which Green Ridge may apply to VDEQ for a Permit will be 500 miles aerial radial distance. Provided, however, the service area will not include the States of New York and New Jersey. Provided, further, the Landfill may accept Disaster Waste for disposal from within the continental United States upon the written agreement of the Parties hereto and the written approval of VDEQ.

1.5 Daily Disposal Limit. Except as otherwise provided herein, Green Ridge shall not accept for disposal any more than an average of 5,000 tons of Solid Waste per day during any weekly period beginning on Monday and ending the immediately following Sunday. The foregoing amount may be increased with the approval of the County Board of Supervisors by an amendment, in writing, of this Agreement, so long as the increased quantity is permissible under, and is in full compliance with, all applicable federal, state, and local laws, regulations, and permits.

1.6 Convenience Center for Residential Waste. Green Ridge shall provide a Convenience Center to be located on the Landfill properties for use by the residents of the County for the free disposal of Household Waste and the drop off of recyclable materials as set forth herein, and for the disposal of tires for which Green Ridge may charge a fee. The amount of the fee charged for tires will be determined by Green Ridge. Provided further, Green Ridge shall also accept small amounts of construction Agricultural Waste and other inorganic Agricultural Waste, which Green Ridge believes, in its discretion, will not pose a risk to increase odor at the Landfill. The determination of the amount of Agricultural Waste Green Ridge will accept from County residents free of charge is to be determined in the reasonable discretion of Green Ridge. At a minimum, the Convenience Center shall generally be open to County residents six (6) days a week, except holidays, during business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 2:00 p.m. on Saturday. The Convenience Center will have recycling Containers, trash disposal Containers, and compacting equipment if needed. The recycling Containers will be provided by Green Ridge and recycled goods will be processed by Green Ridge.

1.7 County Government Facilities. Green Ridge shall accept for disposal at the Landfill without charge all Solid Waste, excluding Unacceptable Wastes, generated by the County Government during the Operation of the Landfill.

1.8 Period of Obligations; Fees; Termination. Green Ridge's obligations to provide the disposal and drop off services described herein shall be at all times during the Operation of the Landfill. Green Ridge shall use its best efforts to cause the Landfill to be permitted to operate as soon as reasonably practicable. In the event that Green Ridge does not commence Operation of the Landfill within two (2) years of the date of the issuance of (a) the final unappealable necessary zoning approvals (including any necessary conditional use permits), and (b) the Permit by VDEQ

necessary for Green Ridge to construct and operate the Landfill, Green Ridge shall pay the County ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) as a delay fee (the "Delay Fee").

In addition to the Delay Fee, Green Ridge shall have the right to terminate this Agreement at any time after two (2) years following Green Ridge's obtaining the final non-appealable zoning approvals (including any conditional use permits). In order to terminate this Agreement, Green Ridge shall notify the County in writing of its election to terminate the Agreement and Green Ridge shall pay to the County ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) as a termination fee (the "Termination Fee") within 180 days of the said notification to the County of Green Ridge's election to terminate this Agreement. Payment of the Delay Fee, if applicable, and the Termination Fee are separate and distinct obligations of Green Ridge that must be met before termination of this Agreement is effective. Notwithstanding a termination of this Agreement, the Parties hereto agree that they shall comply with all applicable Landfill post-closure requirements imposed by federal, state, and local laws, regulations, and permits.

1.9 Operating Hours. Access to the Landfill shall be controlled by a gate and/or scale house. A gate-/scale house attendant shall be present during operating hours at the entrance road to screen incoming waste. The attendant shall prohibit the entrance of unauthorized vehicles and vehicles with unauthorized cargo. Those vehicles not permitted into the Landfill will be turned away at the gate-/scale house. Access after operating hours will be allowed only to employees of Green Ridge and to Landfill personnel. The regular Landfill operating hours may be twenty-four (24) hours per day on weekdays (opening at 6:00 a.m. on Monday morning and closing 11:59 p.m. Friday evening) and 6:00 a.m. to 4:00 p.m. on Saturdays. During other times, only trucks and vehicles owned and operated by Green Ridge, any affiliated companies, and their employees, shall be admitted to the Solid Waste Management Facility except in case of emergency. Landfill personnel will remain onsite as long as necessary following primary disposal hours to complete the daily disposal of waste and to accomplish the necessary daily shut-down tasks. Provided, however, the Landfill may operate at other times in case of inclement weather or emergency if approved by VDEQ and the County.

1.10 Scales. Green Ridge shall operate scales at the Landfill entrance or at such other location as may be determined by Green Ridge to ensure the proper weighing of vehicles entering the Landfill. Scales will be of a type and quality customarily used in the industry and shall be properly maintained and operated. Scale data will be reported monthly to the County in such form and at such time as the Parties hereto agree, and scale data will also be available for review by the County at the Landfill during normal business hours upon reasonable notice.

1.11 Liabilities and Duties.

a. Green Ridge shall assume all liabilities and duties for compliance with all applicable laws and regulations, with the Permit and with all subsequent amendments thereto, and with other permits and authorizations applicable to the Landfill. Those liabilities and responsibilities shall include, without limitation, maintenance of financial assurance, monitoring, corrective action, closure, post-closure care and third party liability. Green Ridge will operate the Landfill in compliance with all applicable laws, regulations and permit requirements.

b. Green Ridge will maintain daily and weekly cover of the Landfill to control vectors and odors.

c. Green Ridge will maintain an erosion and sediment control plan on a weekly and monthly basis.

d. Green Ridge will at all times maintain a landfill operator at the Landfill certified by the Commonwealth of Virginia

1.12 Sampling. Upon request by the County, once a year during a regularly scheduled monitoring, Green Ridge shall provide split samples of air and water samples taken at the Landfill and shall reimburse the County for the cost of having the samples independently analyzed by a laboratory accredited under the Virginia Environmental Laboratory Accreditation Program. The County shall promptly furnish to Green Ridge the results of all analyses so obtained.

1.13 Safety and Security.

a. Site Access and Traffic Flow. Access to the Landfill shall be limited to a single public access point from Route 60 and the access points that result from traversing public roads. The access points will be equipped with a gate which shall be closed and locked during non-operating hours. Access will be further controlled by personnel in the scale house on the entrance road which will be located inside the gate. Green Ridge shall be responsible for initial screening of solid wastes to determine the appropriate disposition within the Landfill; sensors shall be used to assist this determination for commercial and private loads as deemed necessary by Green Ridge. There will be a video record made of all entering vehicles, and Green Ridge will provide appropriate video security throughout the Landfill property.

Traffic flow shall be regulated by adequate signing. Private cars and pickup trucks shall be directed to a special disposal area away from the active Landfill.

b. Weighing-In. All trucks entering and leaving the Landfill to dispose of Solid Waste shall be weighed at the entrance. Trucks owned by Green Ridge and other regular users do not need to be weighed upon leaving if the vehicle tare weights are known. Such trucks must be weighed at least annually to check these weights.

c. Non-Approved Waste. The scale attendant shall request from the driver of each vehicle entering the Landfill a description of the waste it is carrying to assure that Unacceptable Wastes are not allowed into the Landfill. Signs shall be conspicuously posted informing users of Acceptable Waste and Unacceptable Waste.

Unacceptable Waste which escapes initial screening and are dumped on the Landfill shall be removed immediately by the driver of the vehicle or by Green Ridge with the cost of the removal

charged to the owner of the vehicle involved. Green Ridge may bar any vehicle owner, individual or operator who disposes of Unacceptable Waste in the Landfill.

1.14 Road Cleaning. In order to minimize the transfer of dirt or debris from the Landfill onto state-maintained roads, Green Ridge will sweep, as needed and as permitted by weather conditions the entrance road on the Landfill from Route 60 to the gate/scale house.

1.15 Litter Control. All solid waste shall be compacted as soon as practicable after it is unloaded on the site. Cover material shall be applied daily in accordance with the Permit. The working area of the Landfill will be kept as small as practicable to minimize the potential for blowing debris. Litter control will be provided by temporary fencing or cover, if necessary.

1.16 Site Drainage. All drainage ways shall be kept free of debris and other obstructions to the flow of water. Sediment ponds shall be excavated as the need arises with the trapped sediment being returned as cover material on the Landfill. No water contaminated with leachate shall be discharged from the site to the natural drainage outfalls.

1.17 Leachate Disposal. Green Ridge will provide a plan for, and will receive the necessary authorization and permit for, leachate disposal and/or treatment.

1.18 Disaster Support. Green Ridge will provide free disaster support to the County in the event that the Landfill is needed to accept Disaster Waste from an event affecting the County or its residents. In the event the County is reimbursed by the Commonwealth of Virginia or the federal government in connection with such disaster, Green Ridge shall be compensated for such disaster support based on such reimbursements.

1.19 Combustibles. Green Ridge will reimburse any expense incurred by local fire and rescue personnel in the event that a fire or similar event may occur at the Landfill.

1.20 Odor Management. Green Ridge agrees to control odor at and around the Landfill property and to control and minimize litter along the routes that trucks and vehicles use to deliver trash to the landfill. As required by the Regulations, Green Ridge shall have an Odor Management Plan. To minimize odor, Green Ridge will not accept Sludge. The County shall be provided with a copy of this plan prior to submittal to VDEQ to review for adequacy in addressing complaints, including the timeliness of planned responses, and monitoring odor control activities. Any odor complaint shall be directed to the County and shall be immediately forwarded to VDEQ.

1.21 Noise/lighting. Green Ridge shall take such steps as are necessary to prevent noise levels associated with operations on the site from exceeding 67 decibels (not including ambient noise) when measured at the property line of the landfill site (not including the normal sounds of trucks entering the site). Except for bird control, no external speakers shall be used at the Landfill. Except for the entrance lighting and lighting at intersections, any and all outside lighting shall be designed so that there is no more than 0.5 foot candles of ambient light conditions when measured at the Landfill facility property line.

1.22 Inspections and Monitoring.

a. Site Inspection Checklist. The site inspection checklist shall be maintained in the administrative offices at the Landfill. Results of previous inspections are to be maintained for three (3) years. Inspections shall be made jointly by the Landfill Supervisor, a representative of the County, and a representative of VDEQ.

b. Climate Records. A record of observed climatic conditions shall be maintained in the administrative offices. Such observations need not include detailed statistical data but rather are to present qualitative observations. Climatic conditions shall be recorded and filed daily at the Landfill's office.

c. Gas Generation. Green Ridge shall establish a methane gas monitoring system at the Landfill. Methane gas measurements will be made quarterly.

In the event of the sale of such methane gas [or other energy resources], the County shall receive a royalty equal to 10% of the gross revenues of any sale received by Green Ridge or any of its affiliates, to be paid within twenty (20) days of the end of each calendar quarter. In addition, Green Ridge will pay to the County 10% of all gross receipts of Green Ridge or its affiliates generated directly or indirectly through the sale or use of methane generated at the Landfill, including, without limitation, uses for sale of tax credits and omissions offsets.

d. Leachate. Leachate shall be transferred to an appropriate above-grade holding tank or other permitted and constructed holding structure of a capacity sufficient to meet regulations. Leachate shall be handled and treated as required by federal, and state laws, regulations, and the applicable permits. Under no circumstances shall untreated leachate be allowed to escape the Landfill areas into the surface or ground waters of the County.

e. Groundwater Sampling and Testing. Monitoring wells shall be constructed around the perimeter of the Landfill (and within the buffer areas) with the locations of said wells to be approved by VDEQ prior to their construction. All drilling logs will be retained and made available at the County's request. Upon approval of the Permit, background water samples shall be taken quarterly and analyzed per the parameters as established by the VDEQ. Upon request, this information will be provided to the VDEQ and the County, thereby establishing the basis for future and on-going monitoring efforts.

f. Surface Water Sampling and Testing. Natural surface water bodies which flow through or adjoin the Landfill site shall be sampled for water quality upstream and downstream of the possible point of impact by the Landfill as may be required by VDEQ. Background samples shall be compared to subsequent quarterly samples. Samples shall be sent to the Commonwealth of Virginia certified laboratory for analysis with a copy of the results furnished to the County. Statistically significant changes shall require that additional analyses be made on water samples to determine which water quality parameters have changed, if the changed condition violates water quality standards or other relevant and appropriate standards or requirements, and to identify the potential source of pollutants. If the Landfill is found by VDEQ to be the cause of such changes in water quality, Green Ridge will take immediate action to correct the pollution by

whatever means are necessary. All violating discharges shall be designated as leachate and disposed of as such.

g. Residential Water – Supply Monitoring. Green Ridge shall implement a residential water supply monitoring program at all drinking water supplies (wells) located within 3,000 feet of the Landfill boundary for landowners who elect to participate.

SECTION 2. FEES, PAYMENTS, AND CONTRIBUTIONS

2.1 Host Fee.

a. Upon Commencing Operation of the Landfill, Green Ridge will pay to the County a Host Fee of $1.50 per ton for each ton of Compensable Solid Waste accepted for disposal in the Landfill. Green Ridge will pay the County an additional $1.25, yielding a total fee of $2.75, for every ton of Compensable Solid Waste accepted for disposal in the Landfill during each calendar month in which the Landfill accepts on average more than 3,500 tons a day in that month based on the number of days the Landfill operated in that month. For example, if there were twenty-six (26) days in the month of May that Green Ridge accepted Compensable Solid Waste for disposal at the Landfill, Green Ridge would pay to the County $1.50 for every ton of Compensable Solid Waste accepted by the Landfill during that month of May up to 91,000 tons and shall pay to the County $2.75 for every ton of Compensable Solid Waste accepted by the Landfill for that month of May in excess of 91,000 tons. The Host Fee shall be calculated and paid on a calendar month basis and payment shall be made to the County on or before the fifteenth (15th) day of the month immediately following the month for which the fee is calculated. The Host Fee shall be adjusted annually, beginning on the fourth (4th) anniversary of the beginning of Operation of the Landfill, and on each anniversary thereafter, to reflect increases in the Consumer Price Index (CPI-U) published by the Bureau of Labor for all urban consumers, with a minimum increase of one percent (1%) and a maximum increase of three percent (3%) on each anniversary.

b. Green Ridge shall prepay to the County $400,000.00 in Host Fees. The prepayment shall be made after June 30, 2019 but no later than July31, 2019, provided the rezoning of and conditional use permit for the Landfill is final and unappealable. To the extent the necessary rezoning of and conditional use permit for the Landfill is not final and unappealable by July 31, 2019, the prepayment shall occur by July31, 2019 or ten days after the rezoning of the Landfill is final and unappealable, whichever is later. This prepayment will be credited against, and thereby shall reduce, the Host Fees (including the minimum host fee of $400,000) that are due and payable after Operation of the Landfill commences.

c. At all times during Operation of the Landfill, Green Ridge will guarantee a minimum Host Fee payment to the County of $400,000 per fiscal year July 1 through June 30. During the first year of Operation and the last year of Operation of the Landfill, the minimum guaranteed payment shall be prorated for the time period of Operation during such first and last fiscal years. This minimum guaranteed payment shall be paid irrespective of the volume of Compensable Solid Waste accepted at the Landfill, and such guaranteed payment shall be adjusted annually on each July 1 to reflect increases in the Consumer Price Index (CPI-U) published by the Bureau of Labor for all urban consumers, with a minimum increase of one percent (1%) and a maximum increase of three percent (3%) on each anniversary. Provided, however, the aforementioned increases shall commence on the fourth July 1 that follows the commencement of the Operation of the Landfill. Such minimum guaranteed payment will be made on or before July 15 of the current fiscal year. Provided, further, in the first fiscal year of the Landfill Operation, the guaranteed payment will be made within (30) days of the commencement of the Landfill Operation. In the last fiscal year of the Landfill Operation, the County will rebate any over payment based on the aforementioned proration.

Example 1

Within 90 days of receiving unappealable and final zoning approvals to construct and operate the Landfill, including all necessary conditional use permits, Green Ridge pays to the County $150,000. One year later, Green Ridge pays to the County $250,000. Shortly after, and prior to a delay fee coming due pursuant to paragraph 9 above, Green Ridge begins operation of the Landfill on December 1. Upon Operation, a guaranteed Host Fee is paid by Green Ridge to the County in the amount of $233,333.33 (($400,000/12) x 7 months), bringing Green Ridge's Host Fee total credit to $633,333.33 ($150,000 + $250,000 + $233,333.33). The following occurs during the first year of operations:

Month 1: A total of 72,800 tons of Compensable Solid Waste is deposited in the Landfill in this month and the Landfill is operational for 26 days. This is an average of 2800 tons of Compensable Solid Waste per work day. Green Ridge owes the County for Month 1 the sum of $109,200 (2600 average tons x 26 days x $1.50). The amount due to the County is applied to the Host Fee total credit of $633,333.33. Green Ridge enters month 2 with a Host Fee credit balance of $524,133.33.

Month 2: A total of 101,304 tons of Compensable Solid Waste is deposited in the Landfill in this month, and the Landfill is operational for 27 work days. This yields an average of 3752 tons of Compensable Solid Waste per work day. Green Ridge owes the County for Month 2 the sum of $160,461 ((3752 tons x 27 days x $1.50) + (252 tons x 27 days x $1.25)). Green Ridge entered month 2 with a Host Fee credit balance of $524,133.33 against which the $160,461 obligation is credited. Green Ridge enters month 3 with a Host Fee credit balance of $363,672.22.

Example 2

At July 1 of year 7 of Operations, the escalated guaranteed Host Fee is $438,000 and is paid by Green Ridge to the County. Host Fees based on Compensable Solid Waste deposited at the Landfill are $121,000 in July, $116,000 in August, $123,750 in September, $119,000 in October, and $122, 680 in November. Green Ridge would pay the following to the County after applying the guaranteed Host Fee that Green Ridge had already paid to the County:

August (for July)	$0
September (for August)	$0
October (for September)	$0
November (for October)	$41,750
December (for November)	$122,680

Example 3

In the final year of Operations, Green Ridge pays to the County on July 1 a guaranteed Host Fee in the amount of $612,650. The Landfill is in operation for three months of that year before closure. During the three months of operation, Green Ridge owes to the County a total of $418,765 in Host Fees based on the amount of Compensable Solid Waste deposited at the Landfill. At closure of the Landfill, the County owes to Green Ridge the amount of $193,885 ($612,650 - $418,765).

2.2 Additional Initial Fees. After receiving unappealable and final zoning approvals to construct and operate the Landfill on the property, including all necessary conditional use permits, Green Ridge will pay to the County or its designee $100,000. The payment will be made after June 30, 2019 but no later than July 31, 2019. To the extent the zoning approvals, including any conditional use permit, are not final and unappealable by June 30, 2019, then the payment will be made by July 31, 2019 or ten days after the zoning approvals are final and unappealable, whichever is later. The purpose of this payment is to defray the costs and expenses incurred by the County in connection with (i) the negotiation and execution of this Agreement and other matters related to this Agreement, (ii) the zoning and permitting processes related to the approval of the Landfill, (iii) the permitting process with VDEQ related to the approval of the Permit, and (iv) the construction of the Landfill.

2.3 Additional Annual Contribution. During the period of the Landfill Operation, and beginning on the fifteenth (15th) day after Operation of Landfill begins and continuing annually on the anniversary date of the first day of Operation, Green Ridge shall make a payment to the County in the initial amount of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) to be used for environmental and science public education, or for any specific expenditure agreed upon in writing between the County and Green Ridge. The annual amount due under this paragraph 2.3 shall be increased annually on each anniversary date, at a minimum of one percent (1%) but no more than three percent (3%) each year, based upon year-over-year changes in the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor.

2.4 Additional Recreational Facilities Contribution; Economic Opportunities. As part of the closure and post-closure plan for the final closure of the Landfill, after closure of the Landfill, Green Ridge will provide at least 25 acres of land for public use at the site of the Landfill. Green Ridge will make an annual payment to the County of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) during the period of Landfill Operation, due on the fifteenth (15th) day after Operation of the Landfill begins, and continuing annually on the anniversary date of the first day of Operation, which amount shall be increased annually on each anniversary date, at a minimum of one percent (1%) but no more than three percent (3%) each year, based upon year-over-year changes in the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor. The annual payment due under this paragraph 2.4 is in addition to the annual payment due under paragraph 38. Green Ridge and the County will work together to support the Landfill and identify and promote economic development opportunities for the County during the Operation of the Landfill and in connection with the post closure of the Landfill. In addition, and subject to agreement by Southside Virginia Community College (the "Community College") and

other governmental, licensing, and regulatory agencies, Green Ridge will use its reasonable best efforts to establish a commercial driver license ("CDL") training program sited with and through the Virginia Community College System, to include Green Ridge's providing the use of necessary vehicles to train CDL students. The County agrees to facilitate and support efforts to establish the CDL program.

SECTION 3. CONSTRUCTION AND ADMINISTRATION

3.1 Landfill Liaison.

a. During the operation of the Landfill, Green Ridge will reimburse the County up to a maximum of $100,000 per annum, adjusted annually effective July 1 at a minimum of 1% per year but no more than 3% per year based on year-over-year changes in the Consumer Price Index for all Urban Consumers (CPI-U). The purpose of the reimbursement is to defray the costs and expenses of employing a County Landfill Liaison, which costs include benefits and any other related payroll expenditures as well as associated costs which may include, but are not limited to, uniforms, vehicle expense, cellular telephone expense, and tools and equipment.

b. The Landfill Liaison's duties shall include monitoring and inspection of waste disposal practices in the locality and at the Landfill, and monitoring all requirements of this Host Agreement and the zoning (including the conditional use permit). The Landfill Liaison shall have access to the Landfill at all times during normal working hours, and at such other times, upon prior notification to Green Ridge, as may be reasonable and necessary to perform his or her duties.

c. Subject to compliance with safety requirements prescribed by Green Ridge, which may include, without limitation, training, use of protective equipment and escort by Green Ridge personnel, the Landfill Liaison shall have access to working areas of the Landfill to ensure compliance with this Host Agreement and with applicable laws, regulations and Permit requirements.

d. The Landfill Liaison shall have access to Landfill records as necessary to ensure compliance with this Host Agreement and with applicable laws, regulations and Permit requirements but shall not be entitled to review confidential business information as reasonably identified by Green Ridge.

e. At least once every thirty (30) days, Green Ridge representatives and the Landfill Liaison shall meet to ensure proper coordination of the Landfill Liaison's activities with Operations at the Landfill.

3.2 Landfill Liaison Authority. The Landfill Liaison shall be an employee of the County and in no way answerable to Green Ridge other than for compliance with job site safety rules. The Landfill Liaison is expressly authorized to do the following:

a. To be present at the Landfill at any time during Operating Hours as set forth in paragraph ten above. Green Ridge shall notify the Landfill Liaison of any change in operating hours.

b. To have access to any and all portions of the Landfill and all buildings thereon. Green Ridge shall furnish the Landfill Liaison access to a phone, any employee eating facilities, restrooms, and an office. Green Ridge shall furnish an area for the Landfill Liaison to safely observe Landfill Operations during inclement weather.

c. To review any books, records or logs kept at the Landfill and relating to operation of the Landfill (excepting financial records).

d. To stop any vehicle entering the Landfill and inspect the same.

e. To inspect any face of a cell and review all work undertaken at the Landfill.

f. To participate in the taking of all samples required by applicable Regulations or this Agreement. Green Ridge shall not take any sample of waste, surface water, or ground water without first offering the Landfill Liaison an opportunity to participate in such sampling.

g. To perform independent tests of waste, surface water, groundwater, or any other item as the Landfill Liaison deems appropriate.

h. To review all test results and reports obtained in connection with the Landfill.

i. To perform and monitor all requirements of this Host Agreement and the conditional use permit issued by the County for operation of the Landfill.

3.3 Books and Records.

a. Quarterly Reports. Green Ridge shall keep records of Solid Waste received and the County shall have the right to inspect and audit the same insofar as they pertain to the operation of the Landfill. The records shall show the type, weight, source (state of origin) and volume of Solid Waste received; deviations made from the plan of operation; those parts of the Landfill currently used; specific complaints regarding the operation of the Landfill; written notices of violation of law; all written communications with local, state and federal governmental authorities relating to the Operation of the Landfill; and receipt records. Such record shall also specify the amount of Solid Waste received from County residents convenience waste drop off stations and from County Government facilities disposed of at the Landfill. Green Ridge shall prepare reports on a quarterly basis, certified by an officer of Green Ridge and send such reports the County on or before the fifteenth (15th) day of the month immediately following the end of such quarter.

b. Annual Report. Green Ridge shall prepare and furnish to the County an annual report which shall provide a summary of the information required in the quarterly report.

c. Annual Certificate. Green Ridge shall prepare an annual certificate of its Landfill operations showing annual tonnages and receipts, which certificate shall be issued by an officer of Green Ridge with copies being furnished to the County. Green Ridge shall deliver such certificate to the County no later than March 1 of each year following the previous calendar year of such operations. The County will hold in confidence and not disclose nor use any information furnished or disclosed to it without the express written approval of Green Ridge unless the release of such information is required under the Virginia Freedom of Information Act or court proceedings.

3.4 Information Sessions. Quarterly, while the Landfill is in operation, Green Ridge shall meet with the Board of Supervisors or their representative(s) to discuss the landfill operations; all issues, concerns, or non-compliance reports; complaints and their resolution; and other items as requested by the County. Green Ridge staff shall meet with the Landfill Liaison as frequently as necessary for the Landfill Liaison to perform the duties assigned, but no less frequently than once each calendar week.

3.5 Permits and Approvals.

a. As part of the process to obtain approval to construct, own, and operate the Landfill, Green Ridge shall apply to the County to receive rezoning to M-2 and a conditional use permit for the Landfill real properties in accordance with the County ordinances regarding M-2 zoning and conditional use permits. The M-2 zoning and conditional use permit shall state the terms and conditions upon which the Landfill may be operated by Green Ridge. Any requirements of the County Board of Supervisors contained in the M-2 zoning and Conditional Use Permit shall be fulfilled by Green Ridge in connection with the Landfill. Nothing herein shall guarantee approval or continuation of any rezoning or conditional use permit.

b. As part of the consideration for this Agreement, the County will cooperate fully with Green Ridge's efforts to obtain Permits, Permit transfers and/or Permit amendments authorizing the Landfill construction and/or operation, including the performance of infrastructure studies, traffic studies, zoning approvals, and other information necessary for preparation of a complete application. The County will make available to Green Ridge upon request access to all records and data in its possession or control pertaining to the Landfill. The County will use its best efforts to support and cooperate with Green Ridge's efforts to obtain the Permit and any necessary amendments to the Permit for the Landfill construction, and for the Landfill's operation, and will process expeditiously requests for zoning, rezoning, permits and other approvals required by County ordinances. The County will take no action intended to frustrate or prevent Green Ridge from receiving and maintaining a Permit, and other local permits and approvals that are consistent with the applicable ordinances and zoning, including any conditional use permits. Provided however, nothing herein shall be construed to require the Board of Supervisors to exercise any legislative function in favor of Green Ridge.

3.6 Cell Construction. Cell construction shall be in accordance with the Permit and VDEQ Regulations and all other regulations governing cell construction. Both Parties hereto

recognize that the construction of the site is critical, and Green Ridge agrees to provide third party quality assurance of each liner system and allow a County representative to examine that work on a daily basis.

3.7 **Reporting.** Green Ridge will supply to the County on a quarterly basis copies of all of its inspection reports, monitoring data and disposal arrangements of rejected or removed loads. Green Ridge also will supply to the County upon request data relating to Landfill construction.

3.8 **Buffers.** All areas of the Landfill which are used for the disposal of waste shall have at a minimum buffers in accordance with VDEQ Regulations. Additionally, except for the entrance road property, at a minimum the Landfill property shall have a perimeter buffer of not less than 200 feet adjacent to properties with a residence that is not owned by Green Ridge or its subsidiary or affiliate. Provided, however, there will be a minimum 50 foot buffer on the entrance road property, as identified on Exhibit A. The entrance road property may also include a Convenience Center, trailer parking/storage, scales, hardware, gate and related uses and structures. There shall be a minimum 100 foot buffer along any other portion of the perimeter of the Landfill property. The location of buffers are generally depicted on Exhibit A. Buffers shall be left undisturbed except for the minimum area required to be cleared for access roads, utility easements, monitoring wells and other environmental structures, and screening berms. Natural vegetation shall be maintained in such buffers and supplemented where necessary with evergreens to insure four season screening of operations. Additionally, the areas of the Landfill's Disposal Unit Boundary as defined by VDEQ shall be sited:

a. not less than 300 feet from the nearest now – existing residence, not owned by Green Ridge or its affiliate.

b. not less than 500 feet from any well or spring being used for drinking water as of the date of this Agreement until the well or spring is no longer used for drinking water through no fault of the Operation of the Landfill.

c. not less than 100 feet from any perennial stream or river as of the date of this Agreement, and

d. not less than 50 feet from any public road as of the date of this Agreement.

3.9 **Internal Roads.** Roads in the operating Landfill shall be graded as necessary to maintain smooth, well drained surfaces. During dry periods, these operating roads shall be sprayed with water as necessary to reduce and minimize dust.

SECTION 4. CLOSURE

4.1 Facility Closure, Monitoring and Maintenance Financial Assurance.

a. In accordance with VDEQ Regulations related to facility closure, corrective action, monitoring and maintenance, Green Ridge shall either maintain the required financial test ratios or shall pay to the Commonwealth of Virginia by either a trust fund, letter of credit or deposit of collateral as allowed by the VDEQ Financial Assurance Regulations for Solid Waste Disposal, Transfer and Treatment Facilities, an amount sufficient to meet those Regulations and further to close the Landfill in any current year and maintain and monitor it for a period of thirty (30) years following closure. These amounts shall be determined and maintained in accordance with VDEQ Regulations.

b. Green Ridge will post financial assurances in accordance with the requirements of the Act and VDEQ Regulations for the closure and post-closure obligations associated with the Landfill. Green Ridge will provide records supporting such financial assurances as required by the Act and by VDEQ annually to the County.

c. Annually, the County may elect to review, or have reviewed by an independent party, the financial assurance estimates for closure, post-closure care, and corrective action in order to verify that the estimates adequately reflect the reasonably anticipated cost to complete the closure as required by VDEQ. If the review indicates that Green Ridge has insufficient funding to address these activities, the County may notify VDEQ of such.

4.2 Landfill Site Closure, Final Plan and Completion.

a. Landfill Closure. The closure of the Landfill shall be in compliance with all applicable federal and state laws, regulations, and permits. No less than two years prior to the anticipated closure, Green Ridge shall develop a closure and post closure plan for review by the County. The final closure plan must be approved by VDEQ or its successor regulatory authority prior to initiating closure. Green Ridge shall work with engineers, landscape architects, and other professionals at the end of the term of this Agreement regarding the use of the Landfill following closure, including for the possibility of constructing recreational park facilities and athletic fields at the site of the Landfill.

b. Post Closure Care. The post closure care for the Landfill shall be in compliance with all applicable federal and state laws, regulations, and permits..

SECTION 5. DEFAULT

5.1 No Joint Venture. This Agreement is entered into solely for the purposes set forth herein and shall not be construed to create a joint venture or partnership between Green Ridge and the County.

5.2 Cooperation by County.

a. The County Board of Supervisors will work with Green Ridge to advance the interests of the County financially and to promote clean, healthy waste disposal facilities.

b. The County will encourage new businesses locating in Cumberland County to utilize the services of Green Ridge to haul waste to the Landfill.

SECTION 6. MISCELLANEOUS

6.1 Compliance With Laws. Green Ridge shall operate and close the Landfill in compliance with all applicable federal and state laws, regulations, and permits. In the event that Green Ridge is notified of any violation at the Landfill of any applicable federal or state law, regulation, or permit, Green Ridge shall promptly (a) notify the County of said violation, (b) diligently cooperate with the applicable regulatory agency, and (c) take all reasonable and necessary actions to attempt to cure the violation. Green Ridge shall comply with all applicable laws, regulations, rules, and ordinances which generally govern the operation of a business within the County.

6.2 Insurance. Green Ridge will obtain and maintain in effect comprehensive general liability insurance and pollution liability insurance with minimum coverage limitations of $2,000,000 per occurrence and $5,000,000 annual aggregate; employer's liability/workers' compensation insurance with a minimum coverage limitation of $1,000,000 per accident; property and casualty insurance on a replacement value basis, with minimum coverage limitation of $5,000,000 per occurrence; and such other insurance for the Landfill as may be required by law. The County, its elected and appointed officials, and its employees, shall be listed as additional insureds on the comprehensive general liability and pollution insurance policies in connection with any event or occurrence arising from the Landfill.

6.3 Access, Hauling Routes and Daily Traffic Volume.

a. The primary travel and hauling routes for vehicles transporting waste to the Landfill shall be U.S. Route 60 (the "Preferred Access Route").

b. Green Ridge will take appropriate measures to inform its customers and contractors of the Preferred Access Route, to advise them that the Preferred Access Route is the preferred route to the Landfill, and to request that they avoid travelling through the Town of Farmville. Green Ridge will, to the extent possible, enforce these restrictions through appropriate contract conditions and disciplinary measures.

c. Parking or queuing of trucks outside of the Landfill entrance onto Route 60, or on streets adjacent to the Landfill, shall not be permitted except during emergencies when authorized in writing by the County. No overnight parking of trucks in the County shall be permitted.

d. Green Ridge will take all appropriate measures to help insure that all hauling routes used for ingress and egress from the Landfill, including the Preferred Access Route, remain clear of mud, dirt, and litter caused by the Operation of the Landfill.

e. The anticipated approximately daily traffic volume is expected to be 175-250 trucks with twenty (20) tons of waste (350-500 trips). Local daytime trucks and local convenience center trips are anticipated to be approximately 448 trips per day, employee trips approximately 70 per day, and vendor trips approximately 6 per day.

6.4 Notification. Within five (5) days of Green Ridge's receipt of same, Green Ridge will notify the County of any Warning Letters, Notices of Violation, or other notices of enforcement action resulting from operation of the Landfill.

6.5 Term; Modification.

a. This Agreement shall become effective upon execution and shall remain in effect until Solid Waste is no longer accepted at the Property, unless sooner terminated as permitted under the terms of this Agreement, or by a subsequent written agreement of the Parties. The Parties acknowledge that the closure period for the Landfill pursuant to the Act and Regulations will extend the term of this Agreement for up to 30 years following closure of the Landfill.

b. Green Ridge will notify the County, in writing, at least one hundred eighty (180) days prior to ceasing acceptance of solid waste at the Landfill.

c. This Agreement may be modified only by an instrument in writing, executed by the Parties.

d. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior written or oral agreements and understandings between the Parties as to the subject matter hereof.

6.6 Indemnification and Guaranty.

a. Green Ridge hereby agrees to indemnify and hold harmless the County from all claims, demands, and actions, legal or equitable, costs, liabilities, and expenses (including court costs and reasonable attorneys' fees) (the "Costs") arising from or in connection with the Landfill, including, without limitation, Green Ridge's design, construction, operation, maintenance, monitoring, and closure thereof, or otherwise in connection with this Agreement, and/or the County's enforcement thereof. Green Ridge further agrees to indemnify and hold harmless the County from any action brought by any landowner seeking damages for any reason as a result of

the Landfill, including, but not limited to, personal injury, property taking, property damage, trespass, nuisance, and/or inverse condemnation.

b. Liability for all conditions of the Landfill shall be assumed by Green Ridge as of the date of this Agreement. The County shall not be liable for any condition. Green Ridge shall indemnify and hold County harmless for any condition related to the Landfill.

c. Green Ridge's performance of its obligations under this Agreement shall be guaranteed by County Waste of Virginia, LLC pursuant to the terms of the Guaranty attached hereto as **Exhibit B** and incorporated in this Agreement by this reference as if fully set forth herein.

d. The provision of this Section 6.6 shall survive any termination of this Agreement.

6.7 Transferability of Agreement. Except for a subsidiary or wholly-owned affiliate of Green Ridge or County Waste of Virginia, LLC, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Green Ridge without the express written consent of the County, which consent shall not be unreasonably withheld. In the event of any consented assignment, the assignee shall assume the liabilities of Green Ridge. Such assignment will not release Green Ridge from its obligations under the terms of this Agreement. Any assignment, other than to a permitted subsidiary, without the consent of the County shall be void. Notwithstanding the foregoing, Green Ridge shall submit to the County proof of the financial condition of a Green Ridge subsidiary or wholly-owned affiliate before assignment thereto. Within fourteen (14) days of its receipt of said proof, the County may object in writing to the assignment if the County questions the financial condition of the subsidiary or wholly-owned affiliate. Upon the making of such written objection, the Parties shall promptly confer regarding the issue. No assignment shall be made to such subsidiary or wholly-owned affiliate without the express written consent of the County, which consent shall not be unreasonably withheld.

6.8 Breaches and Defaults.

a. In the event of a default under this Agreement, if a Party has not cured, as described by this Agreement, its default after thirty (30) days of receiving written notice of the default from the non-defaulting Party, the non-defaulting Party shall have the right, but not the obligation, to cure such default and to charge the defaulting Party for the cost of curing such default, including the right to offset said costs of curing the default against any sums due or which become due to the defaulting Party under this Agreement. Such non-defaulting Party shall, in its reasonable judgment, attempt to use the most economically reasonable method of curing any such default.

b. This Agreement may be terminated by the County in the event of a material breach of this Agreement by Green Ridge that has not been cured within thirty (30) days of written

notice thereof being received by Green Ridge. A material breach shall mean a failure to comply with (1) any of the provisions of this Agreement, (2) the permits under which the Landfill will be operated or built, or (3) applicable federal or state laws, or regulations. A material breach shall also include the insolvency of Green Ridge or its assignee, such insolvency to be established by the filing of either a voluntary petition in bankruptcy showing Green Ridge as the debtor or an involuntary petition that is not dismissed within one hundred eighty (180) days of its filing. A material breach shall also include a violation of the conditional use permit issued to Green Ridge, written notice of which is received by Green Ridge. Provided, however, Green Ridge's complying or taking action consistent with any VDEQ or other governmental or regulatory warning letter, notice of violation, or plan of action shall be deemed a cure if the compliance or the action is initiated by Green Ridge within thirty (30) days of Green Ridge receiving the warning letter, notice of violation or action plan. Green Ridge's failure after receiving written notice to resolve as soon as practically possible, a material breach that state or federal authorities determine threaten the safety of the public or threatens to cause material environmental damage, shall entitle the County to terminate this Agreement effective immediately upon Green Ridge's failure to act as soon as practically possible. Further, the County may terminate this Agreement effective immediately if Green Ridge fails to pay an amount due under this Agreement within thirty (30) days of receiving from the County written notice of the failure to pay. Provided, however, if a dispute exists as to whether an amount is owed or Green Ridge has otherwise breached or failed to comply with this Agreement, Green Ridge may seek a declaratory judgment or other appropriate action in Cumberland Circuit Court. If the dispute involves an amount owed by Green Ridge to the County, Green Ridge shall submit any disputed amount to the Clerk of the Cumberland County Circuit Court.The cure period and any termination of this Agreement shall be extended and tolled pending a decision by the Circuit Court on Green Ridge's declaratory judgment or other action it filed.

c. To be effective under this Agreement, written notice by the Parties shall be delivered by hand or by certified mail, return receipt requested, as follows unless and until a Party is notified by the other of a change in recipient and/or address:

As to Green Ridge:

Jerry Cifor
4 Enterprise Avenue
Clifton Park, New York 12065

With a copy to:

William H. Shewmake, Esquire
Woods Rogers PLC
901 E. Byrd Street, Suite 1550
Richmond, Virginia 23129

As to the County:

Office of the County Administrator

1 Courthouse Circle
Post Office Box 110
Cumberland, Virginia 23040

d. In the event of a breach and the appropriate notice thereof to Green Ridge by the County, the cure periods noted above may be extended at the sole discretion of the County without the County waiving its right to terminate the Agreement at any time prior to the cure being made by Green Ridge.

e. In addition to any other remedies which may be available to the County at law or equity (including, without limitation, specific performance and injunction), any material breach of this Agreement by Green Ridge that is not cured within the applicable cure period shall be subject to a liquidated damages payment of FIVE HUNDRED AND 00/100 DOLLARS ($500.00) per day for each day that such breach remains uncured following the expiration of the cure period, *provided, however*, that the County shall provide Green Ridge with a second written notice not less than five (5) business days before such fine begins to accrue.

If the County or Green Ridge files a lawsuit, counterclaim, or cross-claim to enforce any provision of this Agreement, the substantially prevailing party is entitled to all reasonable attorneys' fees, litigation expenses, and court costs.

6.9 No Third Party Beneficiaries. This Agreement is solely for the benefit of the named Parties and no third party beneficiaries are created or intended to be created hereby.

6.10 Severability. If any provision of this Agreement shall be declared void or unenforceable, the remaining provisions shall not be affected but shall continue in full force and effect.

6.11 Force Majeure. Any delay or failure of performances by either Party hereunder shall not constitute a breach or give rise to any claim if and to the extent such delay or failure is caused by an act, event, or condition beyond the Party's reasonable control.

6.12 Financial Assurance Upon Default. Green Ridge and its successors in interest, including its assignees, will assume responsibility for any expense that the County may incur in the event that Green Ridge or its successors abandon the Landfill after it commences Operation or close the Landfill in violation of this Agreement. The County will review annually the post-closure financial assurance data that Green Ridge provides to VDEQ or any other regulatory agency to determine the post-closure expenses that the County may incur in the event that such closure or abandonment may occur. The County may conduct an independent third-party review as described in paragraph 4.1(c) to determine the requirement of financial assurance in the event of closure or abandonment. Green Ridge agrees to be bound by such findings and modify their financial assurance mechanism accordingly, to the extent the modification complies with VDEQ requirements. Provided, however, if Green Ridge disputes the proposed modification, Green

Ridge may demand that another independent qualified third-party, mutually agreed upon by the Parties, make a determination concerning the adequacy of Green Ridge's financial assurance. If the Parties cannot agree on the third-party reviewer, Green Ridge may petition the Cumberland Circuit Court to appoint the independent reviewer. The Parties agree to be bound by the findings of the agreed upon or appointed reviewer. The provisions of this Section 6.12 shall survive any termination of this Agreement.

6.13 County Employees. All current Cumberland employees in good standing will have the opportunity to apply and interview for available positions at the Landfill. Cumberland County employees in good standing shall be given preference for positions for which they have applied and are qualified.

6.14 Labor and Contracts. Green Ridge shall give, subject to qualification and background checks, preference to residents of the County and businesses located within the County in its hiring of employees and independent contractors and in entering into third party contracts for the providing of goods and services at the Landfill.

6.15 Certain Taxes. The County shall only assess Green Ridge personal property, machinery, equipment, and machinery and tools taxes, and other similar taxes on the property of Green Ridge primarily located or registered in the County. The value of the airspace in the Landfill shall be considered an intangible asset for the purpose of assessing personal property taxes by the County.

6.16 Real Property Taxes. Green Ridge shall pay real property taxes as assessed by the Commissioner of the Revenue of Cumberland County, Virginia and billed by the Treasurer of Cumberland County, Virginia.

The Landfill properties will be reassessed during the County's real estate reassessment to be effective January 1, 2020 and periodically thereafter. The County shall rebate each year to Green Ridge the amount of real property taxes paid by Green Ridge which exceed the then-applicable real property tax rate applied to the Baseline Property Value. The Baseline Property Value shall be the value of the subject real property owned by Green Ridge established by the County during the reassessment effective January 1, 2020, or the 2018 real estate assessment land value of the Landfill property plus fifteen (15%) percent of that value, whichever is lower, adjusted each year after 2020 The Baseline Property Value shall be adjusted annually each year after 2020 to reflect increases in the Consumer Price Index (CPI-U) published by the Bureau of Labor for all urban consumers, with a minimum annual increase of one percent (1%) and a maximum annual increase of three percent (3%) on each anniversary. The rebate shall be paid to Green Ridge within sixty (60) days of Green Ridge paying the real estate tax. To the extent that the County cannot provide Green Ridge the rebate as found by a court of competent jurisdiction, then the Host Fee each year shall be reduced by the difference between the tax paid based on the Baseline Property Value and the amount of real estate property tax paid by Green Ridge.

Example

The total assessment of the Landfill property in calendar year 2018, for purposes of illustration only, is $1,795,000. Following the general reassessment, the total assessment of the Landfill property, including improvements, effective January 1, 2020 is $2,210,000. The real property tax rate for Cumberland county for 2020 is $0.78. For calendar year 2020, Green Ridge is billed a total of $17,238 in real property taxes. The total real property tax that would have been paid at the 2020 real property tax rate applied to the 2018 real property assessment increased by 15% is $16,101.15 ($1,795,000 x 1.15 / 100 * 0.78). The County owes a real property tax rebate to Green Ridge in the amount of $1,136.85 payable within 60 days following the payment of real property taxes by Green Ridge to the County.

6.17 Environmental and Community Protection/Assurance. Green Ridge will perform this Agreement and provide services to County in a manner that places the safety and welfare of the County, its residents, and their properties at the forefront. Green Ridge will operate the Landfill in a manner that compliments the aesthetics of the surrounding area and neighborhood. It is the mutual goal of the County and Green Ridge that the Landfill be a source of pride for the County, its citizens, and the greater Southside Virginia community. In this regard, proper Landfill screening and odor control are vitally important. Any complaint or concern shall be given immediate attention by Green Ridge and the details of the complaint and resolution thereof shall be provided to the Landfill Liaison by Green Ridge within two (2) business days of receipt of the complaint or concern.

6.18 Contingency. Nothing in this Agreement guarantees zoning approval for the Landfill, and the rights and obligations of the Parties are contingent upon the initial zoning approvals (including conditional use permit) necessary to construct and operate the Landfill on the property.

6.19 Property Value Protections. Green Ridge will provide programs as set forth in **Exhibit C** and **Exhibit D** to ensure the protection of property values of those properties identified in Exhibit C which either adjoin, or are in close proximity to, the Landfill.

[Signatures Appear on the Following Pages]

WHEREFORE, the undersigned, having been duly authorized to bind their respective principals, do set their hands to this Host Agreement this 11th day of July, 2019.

CUMBERLAND COUNTY, VIRGINIA

Date: July 11, 2019

By: _____
David Meinhard, Chairman
Cumberland County Board of Supervisors

Approved as to Form:

_____
Vivian Seay Giles
Cumberland County Attorney

GREEN RIDGE RECYCLING AND DISPOSAL FACILITY, LLC

Date: 7/11/2019

By: _____
Jerry Cifor, President and Manager

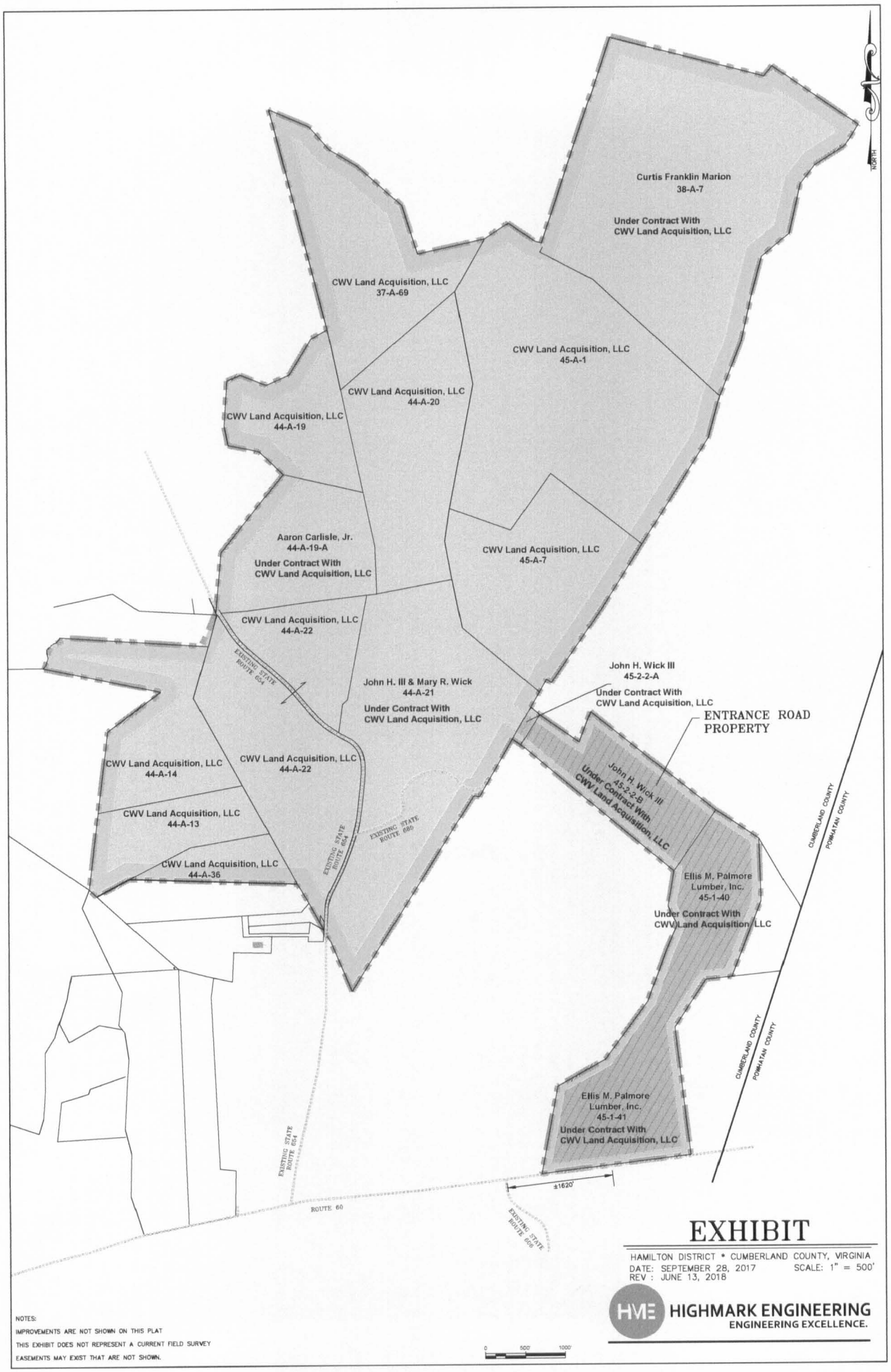
NORTH
Curtis Franklin Marion
38-A-7
Under Contract With
CWV Land Acquisition, LLC
CWV Land Acquisition, LLC
37-A-69
CWV Land Acquisition, LLC
45-A-1
CWV Land Acquisition, LLC
44-A-20
CWV Land Acquisition, LLC
44-A-19
Aaron Carlisle, Jr.
44-A-19-A
Under Contract With
CWV Land Acquisition, LLC
CWV Land Acquisition, LLC
45-A-7
CWV Land Acquisition, LLC
44-A-22
EXISTING STATE ROUTE 654
John H. III & Mary R. Wick
44-A-21
Under Contract With
CWV Land Acquisition, LLC
John H. Wick III
45-2-2-A
Under Contract With
CWV Land Acquisition, LLC
ENTRANCE ROAD PROPERTY
CWV Land Acquisition, LLC
44-A-14
CWV Land Acquisition, LLC
44-A-22
CWV Land Acquisition, LLC
44-A-13
CWV Land Acquisition, LLC
44-A-36
EXISTING STATE ROUTE 654
EXISTING STATE ROUTE 685
John H. Wick III
45-2-2-B
Under Contract With
CWV Land Acquisition, LLC
CUMBERLAND COUNTY
POWHATAN COUNTY
Ellis M. Palmore
Lumber, Inc.
45-1-40
Under Contract With
CWV Land Acquisition, LLC
CUMBERLAND COUNTY
POWHATAN COUNTY
Ellis M. Palmore
Lumber, Inc.
45-1-41
Under Contract With
CWV Land Acquisition, LLC
EXISTING STATE ROUTE 654
±1620'
ROUTE 60
EXISTING STATE ROUTE 606
EXHIBIT
HAMILTON DISTRICT • CUMBERLAND COUNTY, VIRGINIA
DATE: SEPTEMBER 28, 2017
SCALE: 1" = 500'
REV : JUNE 13, 2018
HIGHMARK ENGINEERING
ENGINEERING EXCELLENCE.
NOTES:
IMPROVEMENTS ARE NOT SHOWN ON THIS PLAT
THIS EXHIBIT DOES NOT REPRESENT A CURRENT FIELD SURVEY
EASEMENTS MAY EXIST THAT ARE NOT SHOWN.
0
500'
1000'

EXHIBIT A

EXHIBIT B

GUARANTY

County Waste of Virginia, LLC (hereinafter, "County Waste"), in order to induce the Board of Supervisors of Cumberland County, Virginia, (hereinafter, the "County") to enter into the attached Agreement (hereinafter the "Agreement"), dated July 11, 2019, by and between the Board of Supervisors of Cumberland County, Virginia and Green Ridge Recycling and Disposal Facility, LLC (hereinafter, "Green Ridge"), and for other good and valuable considerations, the receipt of which is acknowledged by County Waste, hereby:

(a) absolutely, unconditionally and continually agrees to pay any and all monies or obligations whatsoever owed or that may become due from Green Ridge to the County pursuant to the Agreement, including, but not limited to, any late charges, interest, reasonable attorney fees awarded the County under the Agreement, delay damages (if any), liquidated damages (if any), any monies payable under the indemnity provisions of the Agreement, and any other payments, fees, charges, expenses, costs or sums of money whatsoever as become owing from Green Ridge 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 Green Ridge 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 Green Ridge pursuant to or arising in connection with the Agreement, or any indulgence, compromise, settlement or accommodation of any kind whatsoever granted to Green Ridge, with or without notice to County Waste;

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

(e) agrees that its liability shall not *be* discharged by any assignment of the Agreement by Green Ridge and/or the County unless otherwise agreed to by all the parties;

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

(g) agrees that this Guaranty shall extend to and be binding upon County Waste's successors and assigns, and shall inure to the benefit of the County and its successors and assigns, and that Country Waste'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 or in Virginia;

(i) agrees that the execution, delivery and performance of this Guaranty have been duly authorized pursuant to all necessary company actions of County Waste and do not and will not conflict with or result in the breach of any of the terms of its operating agreement or any agreement, statute, rule, regulation, judgment, order or decree applicable to County Waste;

(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 County Waste;

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

(l) agrees that County Waste 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, County Waste's obligations, duties and liabilities pursuant to this Guaranty shall be construed and interpreted according to the laws of suretyship; provided, however, County Waste waives any and all rights and demands that County Waste would otherwise be intended to enjoy or make pursuant to Virginia Code §§ 49-25 and 49-26;

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

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

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

Regardless of any language contained herein to the contrary, the County shall give County Waste, and County Waste shall be entitled to, all notice(s) required under the terms of the Agreement that Green Ridge is required and/or entitled to receive.

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 July 11, 2019, by and between the Board of Supervisors of Cumberland County, Virginia and Green Ridge.

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 County Waste of the performance of all Green Ridge's duties, obligations and undertaking pursuant to the Agreement. The County shall be entitled to bring any suit, action or proceeding against County Waste 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 Green Ridge 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 County Waste and/or Green Ridge. 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. Provided, however, and regardless of any language contained herein to the contrary, before the County may bring suit against County Waste, all notices required to be given to Green Ridge under the Agreement must be given to Green Ridge by the County and all cure periods in the Agreement must have expired without Green Ridge having cured the default as defined and described in the Agreement.

This Guaranty replaces and is in lieu of the Guaranty dated August 2, 2018 executed by County Waste and the County in connection with the original Host Agreement between Green Ridge and the County dated August 2, 2018.

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 County Waste. This Guaranty may be amended, supplemented or terminated only in writing, signed by the County and County Waste, 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 11th day of July, 2019.

County Waste of Virginia, LLC,

Date: 7-12-19 By: _____(SEAL)
President and Manager

Date: 7/12/19 Attested: _____(SEAL)
Secretary

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

THE BOARD OF SUPERVISORS OF
CUMBERLAND COUNTY, VIRGINIA

By: _____
David Meinhard, Chairman

Attest: _____
Clerk of the Board

Approved as to form: _____
County Attorney

EXHIBIT C

PROPERTY VALUE ASSURANCE PROGRAM

1. Green Ridge Recycling and Disposal Facility, LLC ("Green Ridge") owns or has acquired or has a right to acquire certain real properties located in Cumberland County, Virginia (the "County") on which Green Ridge intends to develop, construct and operate a municipal solid waste landfill (the "Landfill"). In connection with the construction and permitting of the Landfill, fee simple owners as of July 1, 2018 of the following tax map parcels qualify to participate in the Green Ridge Property Value Assurance Program ("Program") in connection with the identified parcels as set forth below (all properties identified in this Paragraph 1 are collectively referred to as "Eligible Properties"):

45-A-2	44-1-6	45-1-15B	45-1-15A
37-A-63-B	44-3-6	45-A-15	44-1-2
037-A-70	44-A-18	45-A-12-D	37-2-6
44-2-1	44-1-4	45-A-8-A	45-A-18-A
44-1-4-A	037-A-63-A	45-1-37	45-1-36-A

2. Each Eligible Property will be protected within the parameters of the Program against the devaluation of the Eligible Property based upon the presence of the Landfill upon the terms and conditions set forth herein.

3. Except as otherwise provided for Nearby Properties (defined below), 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 (the "Effective Date"). In no event shall Green Ridge have any obligation to make any payments pursuant to the Program until the Effective Date, except as set forth in connection with Nearby Properties.

4. The Program has been offered on a one-time basis with respect to the Eligible Properties.

5. The County acknowledges and agrees that Green Ridge offered a sign-up period under the Program to the owners of the Eligible Properties through June 15, 2019, and thatthe sign-up was substantially in the form of a Property Value Assurance Agreement attached as Exhibit D to the Host Agreement. For the owners of the Eligible Properties to qualify under the Program, the landowners of the Eligible Properties had to execute and deliver the Property Value Assurance Agreement to Green Ridge by June 15, 2019. For a property to qualify for the Program, all owners of an Eligible Property must have executed the Property Value Assurance Agreement by June 15, 2019.

6. Under the Program, Green Ridge and the Cumberland County Board of Supervisors (the "Board") have mutually agreed upon an approved list of at least two residential real estate appraisers licensed in the Commonwealth of Virginia (or Virginia appraisal companies), (the "Approved Appraisers"). Green Ridge and the County by mutual agreement may from time to time add approved appraisers and appraisal companies to the list. If the Board and Green Ridge cannot agree on at least two appraisers, then the Board and Green Ridge will each designate a licensed appraiser, and the two designated appraisers will then select a panel of two Approved Appraisers. Green Ridge, at its expense, will obtain an appraisal of each Participant's Eligible Property as of the Effective Date (except as otherwise provided for Nearby Properties), through one of the Approved Appraisers, within 90 days after the Effective Date. If a Participant so chooses, a second appraisal may be performed by another Approved Appraiser at the Participant's expense, and the appraised value then will equal the average of the two appraisals. The appraised value

for each Participant's Eligible Property will be the "Base Year Value" for such Participant's Eligible Property. Each Participant will give the Approved Appraisers reasonable access to the Eligible Property.

7. For the life of the Program, the Base Year Value will be adjusted on an annual basis by the average percentage increase or decrease, as the case may be (the "Index Percentage"), of residential re-sales for the Second District in the 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 will be the "Adjusted Property Value."

The Base Year Value for each Participant of the Property Value Assurance Program and the Index Percentage rates will be recorded and maintained by Green Ridge with a copy to the Cumberland County Administrator's Office for the duration of the Program. The Index Percentage rate will be recorded on an annual basis within forty-five [45] days following each anniversary of the Effective Date (each such annual recording date, a "Index Percentage Date". The base Year Value and the Adjusted Property Value for a Participant and the Index Percentage rates will be available for inspection by such Participant.

8. 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 Green Ridge 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 Green Ridge. The cost or appraised cost, as the case may be, of the improvement will 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 Green Ridge disagree as to whether an item qualifies as an improvement, the Approved Appraisers shall make such determination. If the Approved Appraisers cannot agree on such determination, the two Approved Appraisers will then select a third Approved Appraiser. The third Approved Appraiser will then determine whether the item qualifies as an improvement.

9. If, during the term of the Program, a Participant in the Program desires to sell the Participant's Eligible Property, the Participant must 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 Eligible Property is listed for sale in order to be eligible for resale protection. If the Participant contracts to sell the Participant's Eligible Property for less than such Adjusted Property Value within six months from the initial listing date and the Property is sold under that contract, then the Participant will not receive any reimbursement from Green Ridge. If the Eligible Property is not sold by the Participant in connection with a contract for sale that was executed during the initial six-month period after the Eligible Property is first listed for sale, then the Participant is eligible to receive reimbursement from Green Ridge in the event the Participant's Property is sold after such six-month period for a price less than such Adjusted Property Value. If the

Eligible Property is sold pursuant to a contract executed subsequent to such six-month period to a bona fide third party purchaser in an arm's length transaction for less than such Adjusted Property Value, Green Ridge will 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 Eligible Property is first listed for sale.

Example: February 1, 2019 Base Year Value	$150,000
Cumulative Index Percentage Increase since December 31, 2020	20%
Adjusted Property Value as of the Index Percentage Date Immediately Preceding the Listing Date.	$180,000

The Participant's Property is listed at $180,000. If the Participant's Property is not sold pursuant to a contract executed within the first six-months after listing, Green Ridge will reimburse the Participant for the difference between the actual gross sales price paid by a bona fide third party purchaser in an arm's length transaction and $180,000, up to a maximum of $27,000 (15% of Adjusted Property Value).

10. Each Participant under the Program shall be required to maintain his or her property in a state of good condition and repair as a condition to receiving reimbursement from Green Ridge, and Green Ridge shall be given reasonable access to any Eligible Property with a Participant seeking reimbursement under the Program to determine that the Eligible Property has been properly maintained.

11. The Program shall be in effect as of the Effective Date for so long as the Landfill accepts waste for disposal.

12. Notwithstanding the foregoing, the following Eligible Properties (the "Nearby Properties") identified by the following tax map identification numbers will be governed by the procedures, terms and processes set forth in Paragraphs 12-16:

45-A-2	37-A-70	44-A-18
45-A-8-A	45-1-37	45-1-36-A

13. Within sixty (60) days of receiving approval of the Permit for the Landfill's Western Fill Area as generally shown on the Conditional Use Permit's master plan, Green Ridge shall notify in writing the participating Program property owner(s) of the Nearby Properties with tax map parcels 45-A-8-A, 44-A-18, 37-A-70, 45-1-37, and 45-1-36-A, as listed and at the addresses identified in the County's tax assessment records, that Green Ridge has received a Permit for the Landfill's Western Fill Area. Within sixty (60) days of receiving approval of the Permit for the Landfill's Eastern Fill Area as generally shown on the Conditional Use Permit's master plan, Green Ridge shall notify in writing the participating Program property owner(s) of the Nearby Properties with tax map parcel 45-A-2 that Green Ridge has received a Permit for the Landfill's Eastern Fill Area. Within six (6) months of the date that a Nearby Property owner receives actual receipt of the notice sent by Green Ridge to that Nearby Property owner(s) or within six (6) months and seven (7) days after the notice was sent by certified mail to the owner of a Nearby Property by Green Ridge, whichever occurs first, the owner(s) of that Nearby Property may elect to notify Green Ridge in writing of the owner's agreement to sell the Nearby Property to Green Ridge or its assigns on the terms outlined below. For the Nearby

Property owner's written notice to be effective, all owners of the Nearby Property must have signed the notice, and Green Ridge must physically receive the owner's written notification at the physical address and to the attention of the person(s) identified in Green Ridge's written notice informing the Nearby Property owner that Green Ridge has received approval of its Permit for the Landfill.

14. Within sixty (60) days of Green Ridge's receipt of the Nearby Property owner's written notice to sell, Green Ridge, at its expense, shall obtain an appraisal from an Approved Appraiser of the Nearby Property. Each Nearby Property owner shall maintain his or her property in a state of good condition and repair following such owner's notice to Green Ridge of such owner's agreement to sell as a condition to Green Ridge purchasing such Nearby Property, and Green Ridge shall be given reasonable access to such Nearby Property to determine that the Nearby Property has been properly maintained. If the Nearby Property owner does not agree with the appraisal, at the Nearby Property owner's expense, the owner may obtain a second appraisal from an Approved Appraiser to be completed within sixty (60) days, and the base purchase price for such Nearby Property shall be the average of the two appraisals. To offset any relocation cost of the Nearby Property owners, the base purchase price will then be increased by $15,000 if the written contract to purchase described in Paragraph 16 is executed by December 31, 2021 and by $20,000 if the written contract to purchase is executed after December 31, 2021. (For example, if the appraised value is $200,000, the purchase price Green Ridge would pay to the owner of the Nearby Property would be $215,000 if the contract to purchase is

executed on October 1, 2021). The appraisal shall assume that no Landfill exists when calculating the appraisal value.

15. Notwithstanding any other provisions of the Program, the appraisal of the Nearby Property shall not include any dwelling constructed after July 1, 2018, or the value of any addition or other improvements in excess of $25,000 in the aggregate that is or are installed or constructed on the Nearby Property after July 1, 2018.

16. Within thirty (30) days of the receipt of the final appraisal value, Green Ridge and the Nearby Property owner will enter into a written contract to purchase, substantially in the form of and containing the terms in Schedule A attached hereto.

17. If the Nearby Property owner does not provide the written notice to sell as set forth in Paragraph 13 above, Green Ridge's obligation to purchase the Nearby Property is terminated. However, the Nearby Property owner may continue to participate in the Program as set forth in Paragraphs 1-11 to the extent that the Nearby Property owner is a Program Participant, the Nearby Property qualifies under the Program, and the owner of the Nearby Property otherwise satisfies the conditions and terms set forth in the foregoing Paragraphs 1-11; provided, however, if a Nearby Property owner, after executing an agreement to sell as generally identified in Schedule A materially breaches that agreement, then the Nearby Property owner's rights under the Program are terminated.

EXHIBIT D

PROPERTY PROTECTION CONTRACT

PROPERTY VALUE ASSURANCE PROGRAM

This Property Value Assurance Agreement ("Agreement") is entered into on this _____ day of _____, 2018, by and between Green Ridge Recycling and Disposal Facility, LLC, ("Green Ridge") 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) Green Ridge 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 Schedule A attached hereto and incorporated herein by reference (the "Real Property"); (b) Green Ridge 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 Schedule 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. Green Ridge desires to reassure the Participant with respect to the value of the Participant's Property as it might be affected by the Landfill.

2. Green Ridge 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 the Host Community Agreement and all Local, State and Federal laws and regulations.

3. This Agreement will terminate upon the earlier to occur of the following: (a) final determination by Green Ridge 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 bas 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 Green Ridge.

5. Participant acknowledges and agrees that if he or she breaches this Agreement, he or she shall surrender all rights under this Agreement and the Program and Green

Ridge shall no longer be obligated to provide any benefits to the Participant under this Agreement or 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 substantially 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.

GREEN RIDGE RECYCLING AND DISPOSAL FACILITY, LLC

By: _____

Title: _____

PARTICIPANT(S)

_____
Name

_____
Signature

_____
Name

_____
Signature

Exhibit D - Property Protection Contract

SCHEDULE A

DESCRIPTION OF REAL PROPERTY

Exhibit D - Property Protection Contract

SCHEDULE B

DESCRIPTION OF PARTICIPANT'S PROPERTY

OWNER(S): _____

ADDRESS IF A DWELLING: _____

_____

LEGAL DESCRIPTION OF PROPERTY IF A VACANT LOT:

_____

_____

_____

_____

_____

_____