

**FIRST AMENDMENT TO
TRANSFER STATION OPERATING LEASE**

THIS FIRST AMENDMENT TO TRANSFER STATION OPERATING LEASE (the "Amendment") is made and entered into to on _____, 2012 by and between The City of Parma (the "City"), and Browning-Ferris Industries of Ohio, Inc., a Delaware corporation as successor-in-interest by merger to BFI Waste Systems of Ohio, Inc., a Delaware corporation ("Company," and collectively with the City, the "Parties").

Recitals

A. The Parties entered into that certain Transfer Station Operating Lease, dated February 1, 1991 (the "Lease") for the lease of certain real property comprising approximately 4.935 acres in Parma, Ohio, as more fully described on Annex "A" to the Lease (the "Property").

B. City and Company desire to amend the Lease on the terms and conditions set forth below.

Agreement

NOW, THEREFORE, in consideration of the terms and provisions contained in the foregoing Recitals (which are incorporated by this reference and made a part of this Amendment) and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Company agree as follows:

1. **Curbside Recycling.** The parties agree that effective as of February 1, 2013 (the "Effective Date"), Section 4(a) of the Lease shall be deleted in its entirety and replaced with the following:

"The Company shall provide the City with weekly curbside recycling services. From the Effective Date through January 31, 2015, the Company will issue a \$2.00 per home per month credit to the City for recycling services provided pursuant to that certain Solid Waste and Recycling Collection Contract entered into on _____, 2012 between the parties (the "Waste and Recycling Agreement"). As of February 1, 2015 through January 31, 2016, the Company will issue a \$2.05 per home per month credit to the City for recycling services pursuant to the Waste and Recycling Agreement. As of February 1, 2016, the Lease will expire (subject to the terms of the Lease) and the monthly credit set forth in this Section 4(a) will terminate after the Company pays the final credit in February 2016 for the January 2016 invoice."

2. **Governing Law.** The terms of this Amendment shall be governed by and construed in accordance with the laws of the State of Ohio.

3. **Entire Agreement.** This Amendment constitutes the entire agreement of the parties with respect to its subject matter.

4. Continuing Effect. Except as amended hereby, all other terms and conditions of the Lease shall remain the same.

5. Counterparts. This Amendment may be executed by the signing in counterparts. The execution by all of the parties hereto by each signing a counterpart of this Amendment shall constitute a valid execution, and this Amendment with all its counterparts so executed shall be deemed for all purposes to be a single document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the day and year first above written.

City of Parma

By: _____
Name: _____
Its: _____

Attest:

By: _____

Browning-Ferris Industries of Ohio, Inc.

By: _____
Name: _____
Its: _____