

FIRST AMENDMENT TO DISPOSAL AGREEMENT

This FIRST AMENDMENT to the DISPOSAL AGREEMENT (the “First Amendment”) is made and entered into as of July __, 2025 (the “First Amendment Effective Date”), by and between the Waste Solutions Group of San Benito, LLC, a Delaware limited liability company (“Customer”) and Monterey Regional Waste Management District, a public agency organized pursuant to California Public Resources Code sections 49100 et seq. (“Service Provider”). Customer and Service Provider are collectively referred to herein as the “Parties” and each individually as a “Party.” Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, Customer and Service Provider are parties to that certain Disposal Agreement dated on or about March 31, 2022, which outlines the Parties’ respective Acceptable Waste disposal obligations (the “Agreement”); and

WHEREAS, the Parties desire to modify the Agreement as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements set forth herein, the Service Provider and Customer hereby agree as follows:

1. Term. Upon the First Amendment Effective Date, Section 3 of the Agreement shall be deleted in its entirety and replaced with the following:

“3. **Term of Agreement.** This Agreement shall commence on March 31, 2022 (the “Effective Date”), and continue until June 30, 2030 (the “Term”).”

2. Rates. Upon the First Amendment Effective Date, Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

“2. **Rates:**

Contract Year	Waste	Disposal Method	Disposal Rate	Fees/Taxes/Misc.
Year 1	MSW	Disposal	4/1/2022 \$32.50 per ton	\$0.00
Year 2	MSW	Disposal	4/1/2023 \$35.00 per ton	\$0.00
Year 3	MSW	Disposal	4/1/2024 \$37.50 per ton	\$0.00
Year 4	MSW	Disposal	4/1/2025 \$38.40 per ton	\$0.00
Year 5	MSW	Disposal	4/1/2026 \$41.00 per ton	\$0.00
Year 6	MSW	Disposal	4/1/2027 \$43.00 per ton	\$0.00
Year 7	MSW	Disposal	4/1/2028 \$45.00 per ton	\$0.00
Year 8	MSW	Disposal	4/1/2029 \$47.00 per ton	\$0.00
Year 9	MSW	Disposal	4/1/2030 \$49.00 per ton	\$0.00”

3. Waste Accepted at Facility. Upon the First Amendment Effective Date, Section 6 of the Agreement shall be deleted in its entirety and replaced with the following:

“6. **Waste Accepted at Facility.** On and after the Effective Date of this Agreement, Customer shall deliver to Service Provider One Hundred Percent (100%) of Acceptable Waste delivered by

Recology via the San Martin Transfer Station, and Service Provider shall accept at its Facility all such waste at an amount not to exceed Seventy Seven Thousand (77,000) tons per Contract Year, in accordance with the terms and conditions of this Agreement.”

4. Termination. Upon the First Amendment Effective Date, Section 11 of the Agreement shall be deleted in its entirety and replaced with the following:

“11. **Termination**. In the event that either the City of Gilroy or the City of Morgan Hill fail to authorize Customer to dispose of waste from such Cities at the Facility, then Customer shall have the right to immediately terminate this Agreement. Each Party’s obligations, representations, warranties and covenants regarding the waste delivered and all indemnities shall survive termination of this Agreement.”

5. Other Termination. Upon the First Amendment Effective Date, Section 13 of the Agreement shall be deleted in its entirety and replaced with the following:

“13. **Other Termination**. The occurrence of any of the following events shall also constitute an event of default and shall give the non-defaulting Party the right to immediately terminate this Agreement:

- (i) A petition for reorganization or bankruptcy filed by or against a Party.
- (ii) Any breach by a Party of any of its obligations pursuant to the Agreement.

Provided, however, that no termination under Section 13(ii) of this Agreement shall be effective until the non-defaulting Party has given written notice of such breach to the defaulting Party and the defaulting Party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the non-defaulting Party may terminate this Agreement by giving the defaulting Party written notice of such termination, which shall become effective upon receipt of such notice.”

6. Miscellaneous. Upon the First Amendment Effective Date, Section 16(i) of the Agreement shall be deleted in its entirety and replaced with the following:

“16. **Miscellaneous**.

(i) This Agreement shall be governed by the laws of the State of California. Each Party consents to the exclusive jurisdiction of the Superior Court of California in and for the County of Monterey with respect to any dispute and for the enforcement hereof.”

7. Section 4. The Parties agree that Section 4 of the Agreement does not exist.

8. Reaffirmation and Entire Agreement. The Parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment. The Agreement and this First Amendment represent the entire agreement among the Parties with respect to the matters that are the subject hereof. All the terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

9. Conflicting Provisions and Severability. In the event of any conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail. The provisions of this First Amendment shall be deemed severable. If any provision of this First Amendment is invalid or

unenforceable, such provision shall be of no force or unenforceability and the First Amendment shall otherwise continue in full force and effect.

10. Authorization. Each Party executing this First Amendment represents and warrants that (a) it has carefully read and it understands the contents of this First Amendment, (b) it is duly authorized to cause this First Amendment to be executed and delivered and each person executing this First Amendment in a representative capacity is empowered to do so, (c) that any and all requisite approvals have been obtained and (d) it executes this First Amendment freely.

11. Counterparts. This First Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Customer and Service Provider have caused this First Amendment to be executed as of the date first written above.

WASTE SOLUTIONS GROUP OF
SAN BENITO, LLC

MONTEREY REGIONAL WASTE
MANAGEMENT DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____