

6. Landlord and Tenant represent and warrant to each other that (a) the Lease is in full force and effect, (b) the Lease is the legal, valid and binding obligation of each party, enforceable in accordance with its terms, (c) to the best of each party's knowledge, there are no defaults under the Lease, nor claims by any party against the other, or any state of facts which, with the giving of notice, the passage of time or both, might constitute a default on the part of either party under the Lease.

7. This Second Amendment and the Lease may not be changed orally, and shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and, as permitted, their assigns.

8. Except as otherwise provided in this Second Amendment, all terms and conditions of the Lease shall remain in full force and effect.

9. Landlord and Tenant each warrant to the other that no broker or agent has been employed with respect to this Second Amendment and each agrees to indemnify and hold the other harmless for, from and against any claims by any broker or agent claiming compensation in respect of this Second Amendment alleging an agreement by Landlord or Tenant, as the case may be.

10. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall be one Second Amendment. A signature received by electronic mail in "portable document format" (".pdf") shall be deemed an original.

[Signatures appear on next page(s)]

IN WITNESS HEREOF, Landlord and Tenant have duly executed this Second Amendment to Lease Agreement as of the day and year first written above.

LANDLORD:

CLINTON PUBLIC WORKS AUTHORITY,
an Oklahoma Municipal Trust

By: _____
Name: _____
Title: _____

ATTEST:

TENANT:

ALLIED WASTE SYSTEMS, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

ATTEST:
