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THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“Amendment”) to Lease Agreement is made this ____ day of _____, 2023 (the “Effective Date”), by and between **CLINTON PUBLIC WORKS AUTHORITY**, an Oklahoma Municipal Trust (“Landlord”), and **ALLIED WASTE SYSTEMS, INC.**, a Delaware corporation (“Tenant”).

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated November 2, 1993 (the “Original Lease”), as amended by First Amendment to Lease Agreement dated February 14, 2014 (the “First Amendment”), and as further amended by Second Amendment to Lease Agreement dated September 15, 2020 (the “Second Amendment”, and collectively with the Original Lease and First Amendment, the “Lease”), for certain real property and improvements located on Route 17 West in Clinton, Oklahoma, commonly known as Custer County Parcel Number 000-36-012-017-000-15 (the “Premises”);

WHEREAS, by letter dated January 27, 2023, delivered to Landlord by Tenant (the “Lease Termination Letter”), Tenant notified Landlord that the Lease would terminate effective as of July 31, 2023;

WHEREAS, subsequent to Landlord’s receipt of the Lease Termination Letter, Landlord and Tenant reached an agreement to rescind the Lease Termination Letter and to continue the Lease for an additional period of time; and

WHEREAS, Landlord and Tenant agree to amend the Lease as follows.

NOW, THEREFORE, in consideration of the Premises and the mutual covenants, conditions and agreements herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and received, the parties hereto agree as follows:

1. **Recitals; Capitalized Terms.** The recitals set forth above are true and correct and are hereby incorporated herein by reference. All capitalized terms used in this Amendment shall have the same meaning as set forth in the Lease, except as otherwise specifically defined herein.

2. **Rescission of Lease Termination Letter.** Tenant hereby rescinds the Lease Termination Letter, and Landlord acknowledges and accepts Tenant’s rescission thereof. Landlord and Tenant ratify the Lease, which remains in full force and effect.

3. **Extension of Term; Base Rental.** Landlord and Tenant agree that, in accordance with the Second Amendment, the current term of the Lease expires February 29, 2024. Landlord and Tenant hereby elect and agree to extend the term of the Lease (the “Extended Term”), commencing on March 1, 2024, and continuing through July 31, 2024, on the same terms and conditions as provided in the Lease, including the amount of the Base Rent as set forth in the Second Amendment. Landlord and Tenant acknowledge that they are simultaneously entering into an amendment of that certain Solid Waste Disposal Agreement dated August 14, 2006, as amended (the “Disposal Agreement”), to extend the term of the Disposal Agreement for the Extended Term.

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4. Estoppel. Landlord and Tenant acknowledge and agree that neither party is in default of the Lease beyond any applicable notice and cure period, and that neither party is aware of any fact or matter which, with notice or the passage of time or both, may constitute a default under the Lease.

5. Conflict. Except as hereby amended, the Lease shall remain unchanged in full force and effect. If there is any conflict between the terms and provisions of the Lease and the terms and provisions of this Amendment, this Amendment shall control.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document. An electronic or email .PDF signature of any party hereto shall be deemed an original.

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IN WITNESS WHEREOF, the parties hereto have each caused their duly authorized representatives to execute this Amendment, effective for all purposes as of the Effective Date.

LANDLORD:

**CLINTON PUBLIC WORKS
AUTHORITY,**
an Oklahoma Municipal Trust

By: _____
Print Name: _____
Title: _____

TENANT:

ALLIED WASTE SYSTEMS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

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THIRD AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT

THIS THIRD AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT (this “Amendment”) is made effective as of August 1, 2023 (the “Amendment Effective Date”), by and between Allied Waste Systems, Inc., d/b/a Republic Services of Cordell (Clinton Transfer Station) (“Operator”), and the Clinton Solid Waste Authority (the “Authority”).

BACKGROUND

WHEREAS, the Authority and Operator are parties to a Solid Waste Disposal Agreement, dated August 14, 2006 (the “Agreement”).

WHEREAS, the Authority and Operator entered into the First Amendment to Solid Waste Disposal Agreement on October 2, 2018, and Second Amendment to Solid Waste Agreement on January 11, 2021.

WHEREAS, by letter dated January 30, 2023, delivered to the Authority by Operator, Operator notified the Authority that the Agreement would terminate as of July 30, 2023 (the “Disposal Agreement Termination Letter”).

WHEREAS, subsequent to the Authority’s receipt of the Disposal Agreement Termination Letter, the Authority and Operator reached an agreement to rescind the Disposal Agreement Termination Letter and to continue the Agreement for an additional period of time.

WHEREAS, the parties wish to further amend the Agreement as set forth below.

AGREEMENT

The parties agree to amend the Agreement as follows, effective as of the Amendment Effective Date:

1. **Recitals: Capitalized Terms.** The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement.
2. **Legal Entity.** The correct legal entity to sign the Agreement and this Amendment and perform the services for Operator is “Republic Services of Cordell”; hence all references to in the Agreement shall mean and refer to “Allied Waste Systems, Inc., d/b/a Republic Services of Cordell”.
3. **Extension of Term.** The Term of the Agreement shall continue in effect until July

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31, 2024 and thereafter the parties may renew this Agreement for additional terms upon mutual consent of the parties.

4. **Base Compensation.** Section 5.1 of the Agreement shall be deleted and replaced with the following: The Authority agrees to pay the operator as a disposal fees \$ 57.25 per ton of solid waste delivered by the Authority/City to the transfer Station as determined by the weight of said solid waste after the same has been weighed on the Operators scales which shall be tested for accuracy for no less than every 6 months a monthly invoice , including the statement of the tonnage delivered for the previous month by the Authority/ City, will be provided to the Authority on or before the tenth (10th) day of each month. Payment for such invoice will be made by the Authority no later than the first Wednesday of the following month in which the Authority receives the invoice.
5. **Rescission of Disposal Agreement Termination Letter.** Operator hereby rescinds the Disposal Agreement Termination Letter, and the Authority acknowledges and accepts Operator's rescission thereof. The Authority and Operator ratify the Agreement, which remains in full force and effect.
6. **Conflict.** Except as hereby amended, the Agreement shall remain unchanged in full force and effect. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.
7. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document. An electronic or email .PDF signature of any party hereto shall be deemed an original.

[Signature Page Follows]

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INTENDING TO BE LEGALLY BOUND HEREBY, the parties have executed this Amendment, effective as of the Amendment Effective Date, as evidenced by the signatures of their authorized representatives below.

AUTHORITY:

Clinton Waste Solid Authority

By: _____

Name: _____

Its: _____

OPERATOR:

**Allied Waste Systems Inc. dba
Republic Services of Cordell**

By: _____

Name: _____

Its: _____