

LANDFILL HOST AGREEMENT

THIS LANDFILL HOST AGREEMENT (this “**Agreement**”), dated as of [●], 2024 (“**Effective Date**”), is by and between RUSSELL COUNTY, VIRGINIA, a body politic and political subdivision of the Commonwealth of Virginia (the “**County**”), and [THE NOVA COMPANY OF VIRGINIA]¹, a [●] corporation (“**Company**”). The County and the Company may each hereinafter be referred to individually as a, “**Party**” or collectively as, the “**Parties**”.

WHEREAS, Company owns or has certain rights to that certain real property located within the County of Russell, Virginia, which is more particularly described on Exhibit A attached hereto (the “**Property**”);

WHEREAS, the Company desires to construct a landfill on the Property (the “**Landfill**”), which shall be for the disposal of solid non-hazardous waste; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions that will govern the operation of the Landfill.

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:

1. Conditions Precedent to Operation of the Landfill.

1.1. Pre-Development Conditions. ~~Prior to commencing development and~~ During the permitting process and before construction of the Landfill, Company shall satisfy the following conditions (collectively, the “**Pre-Development Conditions**”) to the County’s sole satisfaction:

(a) Company shall apply for and obtain all Required Authorizations, including, without limitation, a new solid waste management facility permit from the Virginia Department of Environmental Quality (“**VDEQ**”), pursuant to the requirements of § 10.1-1408.1 of the Code of Virginia (1950) (the “**Permit**”). Prior to submitting an application for the Permit to VDEQ, Company shall submit such application to the County for review and comment. Upon Company’s submission of such application to VDEQ, and upon receipt of VDEQ’s draft or proposed Permit, Company shall submit the same to the County for review and comment; and this process shall be repeated until VDEQ approves the draft or proposed Permit.

(b) Company shall submit to the County a pre-development package (the “**Pre-Development Package**”). Company may submit the Pre-Development Package to the County at any time prior VDEQ’s final approval of the Permit. The Pre-Development Package shall incorporate the following:

¹ Legal entity name/place of incorporation to be confirmed.

(i) a list of Governmental Authorizations, including the Permit, required for the Landfill (collectively, the “**Required Authorizations**”), and a schedule indicating when each such item is expected to be obtained;

(ii) a list of professionals, contractors, and other advisors engaged (or expected to be engaged) by the Company to assist in the development of the Landfill;

(iii) plans and specifications for the development of the Landfill, which shall include, at a minimum, (A) a site plan and working drawings and specifications setting forth in detail all work to be done with respect to the development of the Landfill, which shall comply with all applicable Governmental Requirements, (B) access points to the Landfill, including rail and road access; and (C) landscaping, buffers, and vegetative screening;

(iv) a study by qualified persons with respect to rail access to the Landfill, which shall include detailed analyses of anticipated routes and the impact of the Landfill on rail traffic in the surrounding area;

(v) a traffic study by qualified persons, which shall include detailed analyses of anticipated travel routes and the impact of the Landfill on traffic volume in the surrounding area;

(vi) Company shall retain the services of a qualified engineering consultant with experience in evaluating the potential for mine subsidence and its possible effects on the integrity of the Landfill, the Landfill Liner System, the Leachate Management System, and the Groundwater Monitoring System, and obtain an evaluation from such consultant that will identify underground mine workings below the Landfill or within the angle ~~of or~~ draw/angle of critical deformation where subsidence could impact the Landfill. ~~The evaluation will further consider the depth of mining, thickness of the coal seam, extent of mine voids (percent extraction), whether the coal seam was pillared (retreat mining), the angle of draw (typically 15° in the surrounding Appalachian area), the angle of deformation (typically 30° in the surrounding Appalachian area), and any overburden characteristics in providing estimates of possible mine subsidence. The designs of the Landfill Liner System, the Leachate Management System, and the Groundwater Monitoring System shall each be sufficient to mitigate or withstand the estimated maximum mine subsidence; otherwise, Company shall be design and implement a mine subsidence stabilization program (such as full roof contact grouting) to prevent possible future mine subsidence from negatively impacting the Landfill. Such evaluation shall be submitted to the County;~~

(vii) an evaluation of slope stability for all components of the Landfill, including the design and construction of the Landfill. ~~This evaluation shall include, but not be limited to, the Landfill Liner System and prepared subgrade, slopes/embankments of coal refuse fills and impoundments, natural ground slopes under and around the Landfill, and temporary and final slopes of the developed Landfill. This evaluation shall also take into consideration static and seismic cases and include soil, coal refuse, and waste material strength parameters based on the results of sufficient samples and laboratory testing. Factors of safety will be in accordance with the current standards of practice for geotechnical engineering, but no less than a factor of 1.5 for~~

~~static conditions and a factor of 1.3 for seismic conditions, as calculated in a reasonably appropriate manner;~~

~~(viii) a dewatering plan and evaluation of the remaining materials under, or to be placed under, the Landfill, in a manner that is reasonable given the historical uses of the Property with respect to saturated coal refuse and soil, and the impoundment of water and coal refuse wastes. Company's evaluation of such materials shall include the performance of such materials when covered by the Landfill, and shall make a determination as to whether such materials will adequately support the Landfill. In addition, this evaluation shall include bearing capacity, anticipated settlement and consolidation, and other engineering analyses to determine whether the Landfill Liner System will perform acceptably;~~

(viii) ~~(ix)~~ Company's plans for monitoring, detecting, collecting, storing, and transporting leachate at the Landfill, which shall comply with 9VAC20-81-210; ~~provided, that, at a minimum, the Landfill shall include leachate management system (the "Leachate Management System"), which shall include a leachate leak detection system, leachate collection system, facility capable of storing leachate for up to sixty (60) days, and leachate conveyance piping. Company shall demonstrate that the engineering design of the Leachate Management System is sufficient and will adequately perform during the Term and with respect to all reasonably anticipated post-closure requirements;~~

(ix) ~~(x)~~ Company's plans for monitoring, detecting, preventing, storing, removing, and remediating the impacts of ~~household hazardous wastes~~ Hazardous Materials and items containing Hazardous Materials, including, without limitation, paints, cleaning chemicals, motor oil, batteries, pesticides, and ~~household~~ appliances, such as refrigerators, window air conditioners, and other appliances that use ozone-depleting refrigerants ~~(collectively, "Household Hazardous Wastes");~~

(x) ~~(xi)~~ Company's design for a ~~synthetic~~ liner system (the "Landfill Liner System") and engineering analyses that demonstrate compliance of such design with applicable Governmental Requirements, ~~as well as an evaluation of expected performance of the Landfill Liner System with respect to mine subsidence, slope stability, dewatering, and foundation support. In the event the Company or any evaluation obtained under this Section 1.1(a) determines that the underground mine workings at the Landfill are not full roof contract grouted to fill any voids, the Landfill Liner System shall include additional measures to prevent mine subsidence from placing stress or strain on the Landfill Liner System. In addition, the Landfill Liner System shall include "accordion" folds in its installation to allow the Landfill Liner System to adjust to mine subsidence ground movement in a manner that will not exceed the Landfill Liner System's elongation, tearing, or tensile strength;~~ and

(xi) ~~(xii)~~ Company's plans for a groundwater monitoring system, which shall comply with 9VAC20-81-250 and shall include monitoring wells around the perimeter of the Landfill (within the buffer areas), subject to VDEQ approval of the location of such wells (collectively, the "Groundwater Monitoring System"); ~~and~~

~~(xiii) Company's plans for an air monitoring system, which shall comply with all applicable Governmental Requirements (the "Air Monitoring System").~~

(c) Company shall obtain, at its sole cost and expense, the following insurance coverages (collectively, the “**Required Insurance Policies**”):

(i) Commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

(ii) Workers' compensation and employer's liability insurance covering Company's employees that perform services in connection with the Landfill in an amount no less than statutory requirements, with employer's liability limits of at least: (A) \$1,000,000 each accident for bodily injury by accident, (B) \$1,000,000 each employee for bodily injury by disease, and (C) \$1,000,000 policy limit for bodily injury by disease;

(iii) Automobile liability insurance covering owned, hired, and non-owned vehicles, with a limit of at least \$1,000,000 each accident;

(iv) Environmental insurance with a limit of at least \$1,000,000; and

(v) Umbrella liability insurance with a limit of at least \$5,000,000.

The County shall be named as an additional insurance on each Required Insurance Policy. All insurance shall be obtained from companies acceptable to the County and require at least thirty (30) days advance notice to the County of an intention to cancel the policy. Company shall deliver to the County evidence satisfactory to the County of such insurance and evidence of renewal or replacement policies no later than ten (10) days before the expiration thereof.

1.2. Construction.

(a) Company shall not commence construction of the Landfill (the “**Construction**”) until the Pre-Development Conditions have been completed.

(b) Company shall conduct the Construction, and maintain the Landfill throughout the Term, in accordance with the plans and specifications set forth in the Pre-Development Package.

(c) Company shall at all times comply with all applicable Governmental Requirements and Required Authorizations, including all required permitted plans, authorizations, and conditions applicable to Construction.

(d) During the Construction, Company shall:

(i) permit the County access to the Landfill site, and the County shall have the right to designate a representative (the “**Landfill Liaison**”) to review Company's compliance with (A) the plans and specifications set forth in the Pre-Development Package, and (B) all applicable Governmental Requirements, Required Authorizations, and other permitted plans, authorizations, and conditions applicable to the Construction (collectively, the

“**Construction Requirements**”). The County may, upon notice to Company from time to time, appoint a successor Landfill Liaison.

(ii) Provide laboratory and field testing of the slope stability and foundation support of the Landfill and all related Landfill facilities on the Property, and the adequacy of the compaction of fill materials. Such testing results shall show soils to be compacted to 98% of standard proctor dry density at $\pm 2\%$ optimum moisture content for structural fill, and at 95% standard proctor dry density at $\pm 2\%$ optimum moisture content for general fill.

(e) In the event the Landfill Liaison identifies any non-compliance with the Construction Requirements, the County Landfill Liaison shall provide written notice ~~of such non-compliance to Company (a “Violation Notice”), and Company shall remediate such non-compliance within thirty (30) days (or such longer period, as the County may designate in its sole discretion) after receipt of such Violation Notice; provided, that, if such non-compliance poses an imminent threat of material harm to human health or the environment, the County may, in its sole discretion, provide for a shorter remediation period in the Violation Notice, and after receipt of such Violation Notice, Company shall remediate such non-compliance within such shorter period of time~~ to the County administration.

1.3. Expenses. All costs and expenses incurred by Company to satisfy the Pre-Development Conditions and during the construction phase of the Landfill shall be born exclusively by Company. Upon signing this Agreement, Company shall make a payment to the County in the amount of one hundred thousand dollars (\$100,000) to defray the costs and expenses already incurred by the County in connection with the development of the Landfill and this Agreement.

2. Operations; Host Fee.

2.1. Authorization to Operate; Compliance with Governmental Requirements.

(a) Subject to the satisfaction of the conditions set forth in Section 1, and conditioned upon Company’s compliance with the Permit (as may be amended from time to time), all other Required Authorizations (as may be amended from time to time), and this Agreement, Company shall be permitted to operate the Landfill as a sanitary landfill in accordance with the Virginia Waste Management Act (the “**Act**”) (Va. Code §§ 10.1-1400, et seq.) and the Virginia Solid Waste Management Regulations (the “**Regulations**”) (9 Va. Admin Code §§ 20-81-10, et. seq.).

(b) Company shall at all times during the Term operate the Landfill in compliance with all Governmental Requirements.

2.2. Acceptable Waste.

(a) The Company may accept at the Landfill any Municipal Solid Waste, Industrial Waste, Construction Waste, Demolition Waste, and Debris Waste (collectively,

“Acceptable Wastes”); and the Company shall accept at the Landfill County Waste, as provided herein.

(b) Company shall notify the Landfill Liaison prior to submitting any request to VDEQ for approval of Specialty Waste.

(c) Fly ash will be accepted at the Landfill and shall be managed in compliance with the Permit and all applicable Governmental Requirements.

2.3. Unacceptable Waste.

(a) Notwithstanding Section 2.2, Company shall not accept for disposal in the Landfill any of the following (collectively, “Unacceptable Wastes”):

(i) Any material that is toxic, infectious, pathological, highly flammable, explosive, radioactive or otherwise reasonably determined by the County to be dangerous;

(ii) Any material the disposal of which would violate the Permit or any applicable Governmental Requirements;

(iii) Any Hazardous Materials;

(iv) 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); or

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

2.4. Initial Screening; Removal of Unacceptable Wastes.

(a) Company shall be responsible for initial screening of all Wastes delivered to the Landfill to determine (i) whether the Waste is Acceptable Waste or Unacceptable Waste; and (ii) as applicable, the appropriate disposition within the Landfill. ~~If deemed reasonably necessary by the County, Company shall use sensors to assist this determination.~~

(b) In the event Unacceptable Wastes are deposited in the Landfill, Company shall 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 Governmental Requirements. Company may charge the person responsible for delivering such Unacceptable Wastes for the cost of removal of such Wastes, so long as Company posts conspicuous signs warning of such charges, and such charges do not violate any Governmental Requirements.

2.5. Weighing and Scales.

(a) All vehicles entering and leaving the Landfill to dispose of Waste shall be weighed.

(b) All loads delivered by rail shall delivered in a manner that allows for such loads to be weighed prior to disposal.

(c) Company will operate scales at the Landfill entrance or at such other location as may be determined by Company and approved by the County to ensure the proper weighing of loads being delivered to the Landfill. Scales will be of a type and quality customarily used in the industry and shall be properly maintained and operated by Company. Company shall report scale data to the County on a monthly basis in such form as the Parties shall agree and make scale data available for review by the County at the Landfill during normal business hours upon reasonable notice.

(d) Notwithstanding the foregoing, trucks owned by Company and other regular users shall 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.

2.6. Volume and Capacity. The daily Waste volume accepted for disposal in the Landfill will not exceed ~~an average of six ten~~ thousand (~~6,000~~10,000) tons per day ~~or the amount permitted under the Permit, whichever is less~~ (the “**Maximum Volume**”). The Parties may increase the Maximum Volume only as mutually agreed to by the Parties in writing, subject to the Permit. County Waste shall be excluded from the Maximum Volume.

2.7. Host Fee.

(a) Company will pay to the County an escalating host fee (“**Host Fee**”) at a rate which is based on the average tonnage of Waste (other than County Waste) accepted per day at the Landfill each month throughout the Term. Company shall calculate the Host Fee on a monthly basis by first determining the average tonnage of Waste (other than County Waste) delivered per day to the Landfill during the applicable month, and then multiplying the applicable Host Fee rate by the aggregate tonnage of Waste (other than County Waste) delivered to the Landfill that month. Company shall pay the Host Fee to the County as specified in Section 2.8(d). The applicable Host Fee rate shall be determined as set forth on Exhibit B attached hereto.²

(b) Beginning on January 1 of the fourth calendar year of this Agreement (including any partial year), and on the first day of January each year thereafter, the Host Fee, as set forth on Exhibit B, shall be adjusted to reflect increases in the Consumer Price Index (CPI-U South Region) published by the Bureau of Labor for all urban consumers (the “**CPI**”). The Host Fee shall increase accordingly in the event the Maximum Volume is increased in accordance with Section 2.6. The County shall provide written notice to Company setting forth any such increase in the Host Fee prior to January 1 of each applicable year; provided, that, if the County fails to

² Subject to review; to be consistent with market rates.

provide such notice prior to January 1 of any applicable year, the Host Fee increase shall not take place until thirty (30) days after such written notice is provided by the County.

(c) All County Waste (including Acceptable Wastes from any County Collection Site) shall be accepted at the Landfill at the tipping fees set forth for County Waste on Exhibit B. In calculating the Host Fee, Company shall exclude all County Waste. Notwithstanding the foregoing, Company agrees that it shall not offer any party a tipping fee rate which is less than the rate charged to the County.

(d) Company shall pay the Host Fee to the County within thirty (30) days after the end of each month during the Term. Such payment shall be made in accordance with the County's directions, which the County may, by written notice to Company, change from time to time.

(e) Beginning in the year in which occurs the second (2nd) anniversary of the approval of the Permit or the calendar year in which Waste is first accepted at the Landfill, whichever occurs later, Company will guarantee a minimum Host Fee payment to the County of two hundred fifty thousand dollars (\$250,000) per year for the term of this Agreement (the "**Minimum Host Fee**"), whether or not such volume has been received at the Landfill. Beginning on January 1 after the first (1st) anniversary of this Agreement, and on the first day of January thereafter, the Minimum Host Fee shall be adjusted to reflect increases in the CPI. If monthly payments of the Host Fee do not meet the Minimum Host Fee in a given year, Company shall pay the excess of the Minimum Host Fee over the aggregate sum of such monthly payments to the County by January 30 of the following year. Notwithstanding the foregoing, Company shall not be liable for the minimum Host Fee payment to the extent Company is prevented from accepting Waste volume into the Landfill due to actions, rulings or decisions of the VDEQ or any other local, state or federal governmental or regulatory body, unless such action, ruling, or decision is based on Company's violation of any applicable Governmental Requirement or Required Authorization. This obligation shall terminate the calendar year after the calendar year in which the Term ends.

2.8. Disposal Guarantee. Company guarantees that it will accept County Waste at the Landfill; provided, that, Company shall not accept any such Waste that constitutes an Unacceptable Waste.

2.9. County Collection Sites.

(a) The County has established, and may further develop, County Collection Sites. The County Collection Sites consist (or may in the future consist) of recycling containers, trash disposal containers, and compacting equipment.

(b) The County shall determine, in its sole discretion, the operating hours of each County Collection Site.

(c) The County shall be responsible for the collection and transportation of the Waste from the County Collection Site to the Landfill in order to provide disposal of the County's residential, non-commercial, non-industrial solid Waste.

(d) All Acceptable Wastes from any County Collection Site shall be treated as County Waste.

2.10. Hours of Operation; Access and Security; Service Area.

(a) The Landfill may be open for deliveries a maximum of thirteen (13) hours per day, Monday through Friday, and a maximum of ten (10) hours per day on Saturday, but shall not open earlier than 6:00 a.m., nor close later than 10:00 p.m. Landfill personnel shall remain onsite as long as necessary following primary disposal hours to complete all necessary daily shut-down tasks. Access after normal hours shall be restricted to Company's authorized personnel and, subject to the terms and conditions set forth herein, the County's authorized personnel.

(b) Access to the Landfill shall be limited to (i) rail car access and (ii) controlled public access points by road. Company shall control such access points with locked gates (the "Access Gates") and an attendant shall be present at each Access Gate during operating hours to screen incoming Waste. The Access Gate attendants shall screen out Unacceptable Waste (e.g., by requesting a description of the waste from the operator) and unauthorized rail cars and vehicles, and shall turn away those not permitted into the Landfill. In addition, signs shall be conspicuously posted in and around the Landfill informing users of what constitutes Acceptable Waste and Unacceptable Waste.

(c) Company may install and maintain appropriate video security at the Landfill.

(d) Traffic flow shall be regulated by adequate signing in and around the Landfill.

(e) The primary method of disposal at the Landfill (other than County Waste) shall be performed by rail. For purposes of this Section 2.10(e), "primary method" means eighty percent (80%) or more of tonnage of Waste delivered to the Landfill on an aggregate basis per year. Company shall ensure that the Landfill is accessible by rail car and shall be responsible for all costs and expenses incurred in connection with such access. Such access shall be subject to all applicable Governmental Requirements.

(f) Company shall not permit commercial trucks, including trucks operated by or on behalf of Company, to deliver Waste to the Landfill unless the County has approved the routes such trucks will take to the Landfill; and such trucks shall only access the Landfill through such approved routes.

(g) Private cars and pickup trucks shall not be permitted to dispose of Waste at the Landfill.

(h) There shall be no limit on the service area of the Landfill.

2.11. Point of Contact. Throughout the Term, Company shall identify and communicate to the County one or more persons to serve as Company's point of contact for the Landfill (the "**Company POC**"). The Company POC (or his designee, as communicated to the County) shall be available to the Company in the case of an emergency, twenty-four (24) hours per day, seven (7) days per week.

2.12. Complaints. The County shall provide written notice to Company of public complaints received by the County with respect to the Landfill, and upon receipt of such notices, Company shall give prompt and courteous attention to such complaints.

3. Environmental and Siting Matters; Leachate Management; Monitoring.

3.1. Compliance with Environmental Laws. Without limiting the requirements of Section 2.1, Company shall at all times comply with all Environmental Laws with respect to the construction, operation, closure, and post-closure monitoring of the Landfill.

3.2. Buffers and Screening. Throughout the Term, Company shall ensure that all areas of the Landfill which are used for the disposal of Waste shall have buffers and vegetative screening consistent with the site plan delivered as part of the Pre-Development Package, and in any event, which are sufficient to meet all requirements set forth by the VDEQ or applicable Governmental Requirements. In addition, the operational areas of the Landfill shall be sited, at a minimum:

(a) not less than five hundred (500) feet from the nearest residence, church, school or recreational area as of the date of this Agreement;

(b) not less than five hundred (500) feet from any well or spring being used for drinking water as of the date of this Agreement;

(c) not less than one hundred (100) feet from any regularly flowing channel of water as of the date of this Agreement, and

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

3.3. Wells at Adjacent Homes. If requested by any existing landowner who has a well within ~~three-one~~ thousand (~~3,000~~1,000) feet of the Landfill as of the date of this Agreement, Company shall offer, at its expense, to construct a deep well for such landowner if that landowner is currently using a shallow well (less than one hundred (100) feet at the water source).

3.4. Litter Control. All Acceptable Waste shall be compacted as soon as practicable after it is unloaded at the Landfill. Cover material shall be applied daily in accordance with the Permit. The working area 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.

3.5. Site Drainage. Subject to the Permit and any applicable Governmental Requirements, Company shall, throughout the Term:

- (a) keep all drainage ways at the Landfill free of debris and other obstructions to the flow of water;
- (b) excavate all sediment ponds as the need arises with the trapped sediment being returned as cover material on the Landfill; and
- (c) prevent water contaminated with leachate from being discharged from the Landfill to the natural drainage outfalls.

3.6. Odor Management. Company agrees to take reasonable steps to mitigate odor at and around the Landfill throughout the Term. In the event in Company or the County receives any complaints with respect to odor caused by the Landfill, Company shall adopt and implement an odor management plan, which shall comply with 9VAC20-81-200, as applicable. Company acknowledges that any odor complaint received by the County will be immediately forwarded to VDEQ. Continued violations of odor control requirements (as set forth under applicable Governmental Requirements) will be considered a violation of this Agreement.

3.7. Leachate Management. Company shall implement, operate, and maintain [a leachate management system](#) (the “**Leachate Management System**”) throughout the Term. The Leachate Management System shall be sufficient to test water quality parameters for the presence of leachate on a continuous basis. The Leachate Management System shall be sufficient to store leachate for up to sixty (60) days, or such longer period as may be required by VDEQ or applicable Governmental Requirements. Under no circumstances shall Company allow untreated leachate to escape the Landfill areas into surrounding surface or ground waters.

3.8. Groundwater Sampling and Testing. Company shall maintain the Groundwater Management System throughout the Term, subject to VDEQ’s approval of the locations of said wells. All drilling logs will be retained and made available at the County’s request. Company shall take groundwater samples quarterly and analyze such samples per the parameters established by the VDEQ. Company shall provide this information to the VDEQ and the County, thereby establishing the basis for future and on-going monitoring efforts.

3.9. Surface Water Sampling and Testing. On a quarterly basis throughout the Term, Company shall sample all natural surface water bodies which flow through or adjoin the Landfill site for flow and water quality, upstream and downstream of the possible point of impact by the facility. Company shall send such samples to a laboratory certified by the Commonwealth of Virginia for analysis, and shall provide a copy of the results to the County. In the event such samples show significant changes, Company shall take additional samples and perform additional analyses to determine which water quality parameters have changed, if the changed conditions violate water quality standards or other relevant and appropriate standards or requirements, and to identify the potential source of pollutants. If the Landfill is found to be the cause of such changes in water quality, Company shall take immediate action to correct the pollution by whatever means necessary. All violating discharges shall be designated as leachate and disposed of as such.

3.10. Residential Water Monitoring. Throughout the Term, Company shall implement a residential water supply monitoring program at all drinking water supplies (wells) located within three thousand (3,000) feet of the Landfill. Company shall report the results of such monitoring to the County on a quarterly basis. If the Landfill is found to be the cause of any change which would deem the drinking water to be unsafe, Company shall take immediate action to correct the pollution by whatever means necessary.

~~3.11. Slope Stability and Foundation Support. On a reasonable basis throughout the Term, but not less than annually, Company shall provide to the County results of laboratory and field testing of the slope stability and foundation support of the Landfill and all related Landfill facilities on the Property, and the adequacy of the compaction of fill materials. Throughout the operation of the Landfill, soils shall be compacted to 98% of standard proctor dry density at \pm 2% optimum moisture content for structural fill, and at 95% standard proctor dry density at \pm 2% optimum moisture content for general fill.~~

3.11. 3.12.Landfill Liner. Company shall maintain the Landfill Liner System throughout the Term in accordance with the designs set forth in the Pre-Development Package and all Governmental Requirements.

~~3.13. Air Sampling and Testing. Throughout the Term, Company shall maintain the Air Monitoring System and take air samples quarterly and analyze such samples per the parameters established by the VDEQ. Company shall provide this information to the VDEQ and the County, thereby establishing the basis for future and on-going monitoring efforts.~~

3.12. 3.14.Split Samples. Company shall, in accordance with § 10.1-1408.1(B)(7) of the Code of Virginia (1950), upon written request from the County, split air and water samples so that the County may independently test such samples. County shall be responsible for the cost of splitting any air or water sample and providing such sample to the County.

4. Reporting and Recordkeeping

4.1. Reporting. Throughout the Term, Company shall keep records of Waste received and the County shall have the right, upon request, to inspect and review the same insofar as they pertain to the operation of the Landfill. The records shall show the type, weight, and volume of Waste received; any deviations from the Permit; those parts of the Landfill currently used; records; and copies of all of its inspection reports, monitoring data, and disposal arrangements of rejected or removed loads. Such reports shall be prepared and sent to the County on a quarterly basis.

4.2. Information Sessions. At the County's request, but no more than monthly, Company shall meet with the County Administrator or its designee to discuss Landfill operations, compliance issues or reports, complaints, resolutions, and other matters requested by the County. The Company shall meet with the Landfill Liaison as frequently as reasonably necessary for the Landfill Liaison to perform his or her duties, as set forth herein.

4.3. Notices of Violation. Company shall, within five (5) Business Days of receipt, notify the County in writing of any notice of violation (or similar notice) it receives arising from operation of the Landfill. Subject to any reasonable challenge or appeal, Company shall immediately take steps to comply with any such notice of violation.

4.4. Annual Report. Company shall prepare and issue to the County an annual report of its Landfill operations showing annual tonnages of Waste received at the Landfill, and receipts issued by Company. Company shall deliver such report to the County no later than March 1 of each year. The County will hold in confidence and not disclose nor use any such information furnished or disclosed to it without the express written approval of Company, treating such information in the quarterly reports and annual report with the same degree of care and confidentiality with which it treats its own proprietary information. However, such information may be subject to the Freedom of Information Act (“FOIA”), and the County shall not be in breach of this Section 4.4 in the event the County discloses such information in connection with any such FOIA request.

5. Monitoring and Inspection Rights; Reimbursements.

5.1. Monitoring and Inspection Rights.

(a) In addition to the duties set forth in Section 1, the Landfill Liaison’s duties shall include monitoring and inspection of Waste disposal practices at the Landfill and monitoring all requirements of this Agreement, applicable Governmental Requirements, and all Required Authorizations. Subject to reasonable health and safety requirements prescribed by Company, which may include, without limitation, training, use of protective equipment, and escort by Company personnel, the Landfill Liaison shall have access to the Landfill and all Landfill records at all times during normal working hours, and at such other times, upon prior notification to Company, as may be reasonable and necessary to perform his duties; except, that, the Landfill Liaison shall not be entitled to review confidential business information, as reasonably identified by Company, that does not pertain to such duties.

(b) Without limiting the foregoing, the Landfill Liaison shall be authorized to do the following:

(i) access any and all portions of the Landfill and all buildings thereon; and Company shall provide the Landfill Liaison reasonable access to a phone, any employee eating facilities, restrooms, an office or other secure space to keep equipment, and an area for the Landfill Liaison to observe the Landfill during inclement weather;

(ii) review all work undertaken at the Landfill;

(iii) observe the taking of all samples required under this Agreement or by applicable Governmental Requirement; provided, however, that Company shall not take any such samples without first offering the Landfill Liaison a reasonable opportunity to participate in such sampling;

(iv) take independent tests of Waste, surface water, or groundwater; and

(v) review all test results and reports obtained in connection with the Landfill.

5.2. Regular Meetings. Company representatives and the Landfill Liaison shall meet on a regular basis, at a time and place mutually agreeable to the Parties, to ensure proper coordination of the Landfill Liaison's duties.

5.3. Payment for Landfill Liaison. The County and Company both acknowledge and agree that the Minimum Host Fee is intended, in part, to cover the County's full cost and of employing the Landfill Liaison, as well as the activities to be performed by the Landfill Liaison with respect to the Landfill.

6. Maintenance and Repairs; Noise and Lighting.

6.1. General Maintenance Responsibilities. Company shall be solely responsible for the performance and expense of all maintenance and repair activities with respect to the Landfill, including all such activities with respect to the facilities, fixtures, and equipment located thereon.

6.2. Internal Roads. Roads and other passageways within the operating Landfill shall be graded as necessary to maintain smooth, well drained surfaces. During dry periods, these operating roads and passageways shall be sprayed with water if necessary to reduce dust. Company shall be responsible for maintaining such roads and passageways in accordance with this Section 6.2.

6.3. Noise and Lighting. Company shall take such steps as are necessary to prevent excessive noise levels associated with operations of the Landfill (not including the normal sounds of trucks entering the site). Any and all outside lighting shall be designed so that there is no material increase in ambient light conditions when measured at the property line of the Landfill.

7. Insurance. Company shall maintain all Required Insurance Policies throughout the Term. From time to time, Company may increase the coverage limits of any or all Required Insurance Policies as may be necessary to comply with any applicable Governmental Requirements or Required Authorizations.

8. Financial Assurances; Facility Closure; Post-Closing Monitoring and Maintenance.

8.1. Financial Assurances.

(a) Throughout the Term, Company shall:

(i) maintain a closure bond or other financial assurances in an amount that is sufficient to cover closure costs and post-closure monitoring and remediation costs with respect to the Landfill; and in any event, which is sufficient to meet all requirements set forth by VDEQ;

(ii) comply with all financial assurance regulations set forth by VDEQ, including the maintenance of prescribed financial test ratios and/or the payment of funds or provision of other financial assurances; and

(iii) maintain and, upon request, provide to VDEQ and/or the County, records of Company's compliance with such financial assurance requirements.

(b) Throughout the Term, Company shall maintain a performance bond in an amount that is sufficient, as determined by the County, to enforce Company's obligations under this Agreement (the "**Performance Bond**"). ~~The County shall have the right to review and approve, or require adjustment to, the Performance Bond on an annual basis throughout the Term. The Performance Bond shall be issued by an entity or an institution approved by the County.~~ Company shall promptly cooperate and assist with any request by the County to withdraw funds from the Performance Bond in order to satisfy Company's obligations hereunder. In the event that any federal or state agency or authority shall require Company to maintain a similar Performance Bond for the Landfill during the Term, Company may submit the Performance Bond for satisfaction of such requirements and the County shall agree to reasonable modifications of the Performance Bond, provided its rights are not materially reduced thereby.

8.2. Landfill Closure. Company shall conduct the closure of the Landfill (the "**Closure**") in compliance with all applicable Governmental Requirements. Company shall provide its closure plan (as may be reasonably amended to comply with applicable Governmental Requirements or take into consideration any changes permitted hereunder) to the County no less than one (1) year prior to the anticipated closure of the Landfill.

8.3. Post-Closure. Following the Closure, Company shall comply with all post-closure requirements set forth in the Permit or as otherwise required by any applicable Governmental Requirements.

9. **Additional Covenants**. Company agrees as follows:

9.1. Company shall not maintain or operate the Landfill in such a manner as to pose a substantial present or potential hazard to human health or the environment.

9.2. Company shall not abandon or cease to operate the Landfill, sell, lease or transfer the Landfill, or enter into any Change of Control agreement, without the County's consent and without properly transferring the Permit in accordance with the Regulations and other applicable Governmental Requirements.

9.3. Subject to, and without limiting, the terms and conditions of this Agreement or any Governmental Regulations or Required Authorizations, Company shall not, without providing the County prior written notice and an opportunity to comment, permit any significant change in the manner and scope of operation of the Landfill which may require new or additional permit conditions or safeguards to protect the public health and environment.

10. **Term**.

10.1. Term. This Agreement shall become effective upon execution and shall remain in effect until the Landfill is closed in accordance with Section 8.2 and Section 8.3, unless sooner terminated by written agreement of the Parties (the "**Term**"). The Parties acknowledge that the

closure period for the Landfill pursuant to the Act and Regulations will extend the Term beyond the closure of the Landfill.

10.2. Pre-Closure Notice. Company will notify the County, in writing, at least one hundred eighty (180) days prior to ceasing acceptance of Waste at the Landfill.

11. Representations and Warranties. Company represents and warrants to the County, as of the date hereof and throughout the Term, as follows:

11.1. Organization. Company is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, and is qualified to do business in the Commonwealth of Virginia.

11.2. Authorization. Company has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

11.3. Beneficial Ownership. The Owners, collectively, own one hundred percent (100%) of the beneficial ownership (whether directly or indirectly) of Company.

11.4. Binding. When executed and delivered by Company, this Agreement will constitute the legal, valid, and binding obligation of Company, enforceable against such party in accordance with its terms.

11.5. Compliance. Company is in compliance with, and shall operate the Landfill and perform its obligations hereunder in compliance with, all applicable Governmental Requirements and all Required Authorizations.

11.6. Personnel. Company will operate the Landfill using personnel of required skill, experience, and qualifications and in a professional manner and shall devote adequate resources to meet its obligations under this Agreement.

11.7. No Convictions. In the past five (5) years, no key personnel of Company has been convicted of any crime that is punishable as a felony under the laws of the Commonwealth of Virginia, or the equivalent thereof under the laws of any other jurisdiction, or has been adjudged by an administrative agency or a court of competent jurisdiction to have committed a material violation of any Environmental Laws of the United States, the Commonwealth of Virginia, or any other state.

12. Events of Default; Remedies; Indemnification.

12.1. Events of Default.

(a) Each of the following events or conditions shall constitute an “**Event of Default**” (whether it shall be voluntary or involuntary or come about or be effected by any requirement of any applicable Governmental Requirement):

(i) Company fails to pay, within thirty (30) days of the date due, any amount, or portion thereof, due to the County hereunder;

(ii) any representation, warranty, certification or other statement of fact by the Company herein proves to have been false or misleading in any material respect on or as of the date made;

(iii) Company fails to perform or observe any covenant, term, condition, or agreement contained in this Agreement, and such failure continues unremedied for a period of thirty (30) days after written notice to Company;

(iv) any Change of Control Occurs without the County’s prior written consent;

(v) Company (A) commences any case, proceeding or other action under any existing or future Debtor Relief Law, seeking (1) to have an order for relief entered with respect to it, or (2) to adjudicate it as bankrupt or insolvent, or (3) reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (4) appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or (B) makes a general assignment for the benefit of its creditors;

(vi) there is commenced against Company in a court of competent jurisdiction any case, proceeding or other action of a nature referred to in Section 12.1(a)(v) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged, unstayed or unbonded for sixty (60) days;

(vii) Company takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in Section 12.1(a)(v) or Section 12.1(a)(vi); or

(viii) Company is generally not, or is unable to, or admits in writing its inability to, pay its debts as they become due.

(b) If any Event of Default occurs and is continuing, the County may, upon written notice to Company, take any or all of the following actions, which shall be in addition to any other remedy available to the County at law or in equity:

(i) Seek any remedy provided for under this Agreement;

(ii) Extend the period during which Company may remediate such Event of Default; provided, that, if such Event of Default is unremedied at the end of such extended period, such Event of Default shall then be continuing; or

(iii) Notify the VDEQ of such Event of Default.

12.2. Remedies.

(a) Each Party to this Agreement acknowledges and agrees that (i) a breach or threatened breach by such Party of any of its obligations under this Agreement would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (ii) if a breach or a threatened breach by such party of any such obligations occurs, the other Party hereto will, in addition to any and all other rights and remedies that may be available to such Party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to (iii) post a bond or other security, or (iv) prove actual damages or that monetary damages will not afford an adequate remedy. Each Party to this Agreement agrees that such Party shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 12.2(a).

(b) Notwithstanding any statement herein to the contrary, no Party hereunder shall be liable for any indirect, exemplary, or punitive damages in connection with a breach of this Agreement.

12.3. Indemnification.

(a) Company 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 attorney's fees) (collectively, the "Costs") that arise from or in connection with the Landfill or Company's design, construction, operation, maintenance, monitoring and closure thereof, Company's breach of any covenant, representation, or warranty provided hereunder, or otherwise in connection with this Agreement or the County's enforcement thereof.

(b) Company hereby agrees to indemnify and hold harmless the County from any action brought by any third party seeking damages for any reason as a result of the Landfill, including personal injury, property taking, property damage, or inverse condemnation. However, (i) Company shall not be liable for Costs arising out of willful acts or omissions of the County, its officers, agents, employees, or representatives, or breaches of any express representation, warranty or covenant by the County contained in this Agreement; and (ii) the term "Costs" shall not include any indirect, exemplary, or punitive damages.

(c) As of the date of this Agreement, as between Company and the County, Company shall be liable for, and shall indemnify and hold harmless the County from, all Costs

arising out of or in connection with the condition of the Landfill, and the County shall not be liable for any such condition which pre-dates or post-dates the date of this Agreement.

(d) Any Party making a claim for indemnification under this Section 12.3 (an “Indemnitee”) shall notify the indemnifying Party (an “Indemnitor”) of the claim in writing promptly after receiving written notice of any action, lawsuit, proceeding, investigation or other claim against it (if by a third party), describing the claim, the amount thereof (if known and quantifiable), and the basis thereof; provided that the failure to so notify an Indemnitor shall not relieve the Indemnitor of its obligations hereunder except to the extent that (and only to the extent that) such failure shall have caused the damages for which the Indemnitor is obligated to be greater than such damages would have been had the Indemnitee given the Indemnitor prompt notice hereunder. Any Indemnitor shall be entitled to participate in the defense of such action, lawsuit, proceeding, investigation or other claim giving rise to an Indemnitee’s claim for indemnification at such Indemnitor’s expense, and at its option (subject to the limitations set forth below) shall be entitled to assume the defense thereof by appointing counsel reasonably acceptable to the Indemnitee to be the lead counsel in connection with such defense; provided further that, prior to the Indemnitor assuming control of such defense it shall first (i) verify to the Indemnitee in writing that such Indemnitor shall be fully responsible (with no reservation of any rights) for the entirety of all liabilities relating to such claim for indemnification and that it will provide full indemnification (whether or not otherwise required hereunder) to the Indemnitee with respect to such action, lawsuit, proceeding, investigation or other claim giving rise to such claim for indemnification hereunder and (ii) enter into an agreement with the Indemnitee in form and substance satisfactory to the Indemnitee which agreement unconditionally guarantees the payment and performance of any liability which may arise with respect to such action, lawsuit, proceeding or investigation; and provided further, that:

(i) the Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose; provided that the fees and expenses of such separate counsel shall be borne by the Indemnitee (other than any fees and expenses of such separate counsel that are incurred prior to the date the Indemnitor effectively assumes control of such defense which, notwithstanding the foregoing, shall be borne by the Indemnitor);

(ii) the Indemnitor shall not be entitled to assume control of such defense and shall pay the fees and expenses of counsel retained by the Indemnitee if (A) the claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (B) the Indemnitee reasonably believes an adverse determination with respect to the action, lawsuit, investigation, proceeding or other claim giving rise to such claim for indemnification would be detrimental to or injure the Indemnitee’s reputation or future business prospects; (C) the claim seeks an injunction or equitable relief against the Indemnitee; (D) upon petition by the Indemnitee, the appropriate court rules that the Indemnitor failed or is failing to vigorously prosecute or defend such claim; or (E) the Indemnitee reasonably believes that the loss relating to such claim for indemnification could exceed the maximum amount that such Indemnitee could then be entitled to recover under the applicable provisions of this Agreement; and

(iii) if the Indemnitor shall control the defense of any such claim, the Indemnitor shall obtain the prior written consent of the Indemnitee before entering into any settlement of a claim or ceasing to defend such claim if, pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief will be imposed against the Indemnitee or if such settlement does not expressly and unconditionally release the Indemnitee from all Liabilities with respect to such claim, with prejudice.

13. Miscellaneous.

13.1. Further Assurances. Each Party shall, upon the reasonable request of the other Party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

13.2. Relationship. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

13.3. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 13.3).

If to Company:

Attention: _____
Email: _____

If to the County:

Attention: _____
Email: _____

13.4. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to this Agreement; (y) to an agreement, instrument, or other document means such agreement,

instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

13.5. Entire Agreement. This Agreement, together with all Schedules and Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

13.6. Assignments. Company may not assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, Change of Control, merger, or a sale of substantially all of Company's assets, without the prior written consent of the County. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

13.7. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

13.8. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.9. Amendments. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.10. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.11. Governing Law; Jurisdiction; Attorney Fees. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Commonwealth of Virginia. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States, located in the Western District of Virginia, Abingdon Division, or the courts of the Commonwealth of Virginia, located in the County of Russell, Virginia, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

13.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Definitions. The following terms have the meanings specified or referred to below:

14.1. “**Access Gates**” shall have the meaning set forth in Section 2.10(b).

14.2. “**Act**” shall have the meaning set forth in Section 2.1(a).

14.3. “**Acceptable Wastes**” shall have the meaning set forth in Section 2.2(a).

14.4. “**Agreement**” shall have the meaning set forth in the preamble.

~~14.5. “**Air Monitoring System**” shall have the meaning set forth in Section 1.1(a)(x)(iii).~~

14.5. ~~14.6.~~ “**Bankruptcy Code**” means Title 11 of the United States Code, as amended from time to time, or any similar federal or state law for the relief of debtors.

14.6. ~~14.7.~~ “**Board**” means the Russell County Board of Supervisors.

14.7. ~~14.8.~~ “**Business Day**” means a day other than a Saturday, Sunday, or other day on which commercial banks in Richmond, Virginia are authorized or required by Law to be closed for business.

14.8. ~~14.9.~~ “**Change of Control**” means a transaction or a series of transactions in which the individuals who constitute the Owners cease for any reason to own, directly or indirectly, fifty percent (50%) or more of the outstanding equity interests of Company.

14.9. ~~14.10.~~ “**Closure**” shall have the meaning set forth in Section 8.2.

14.10. ~~14.11.~~ “**Company**” shall have the meaning set forth in the preamble.

14.11. ~~14.12.~~ “**Company POC**” shall have the meaning set forth in Section 2.11.

14.12. ~~14.13.~~ “**Construction Requirements**” shall have the meaning set forth in Section 1.2(d)(i).

14.13. ~~14.14.~~ “**Construction Waste**” means solid waste that is produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures. Construction Wastes include, but are 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 Wastes.

14.14. ~~14.15.~~ “**County**” shall have the meaning set forth in the preamble.

14.15. ~~14.16.~~ “**County Collection Site**” shall mean each Waste collection site and/or transfer center owned by the County.

14.16. ~~14.17.~~ “**County Waste**” means all Acceptable Wastes generated by or on behalf of the County, including the 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, and placed for curbside collection. County Waste shall also include all Acceptable Wastes collected and picked up at each County Collection Site.

14.17. ~~14.18.~~ “**CPI**” shall have the meaning set forth in Section 2.7(b).

14.18. ~~14.19.~~ “**Debris Waste**” means wastes resulting from land-clearing operations. Debris Wastes include, but are not limited to stumps, wood, brush, leaves, soil, and road spoils.

14.19. ~~14.20.~~ “**Debtor Relief Laws**” means the Bankruptcy Code and all other liquidation, bankruptcy, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization or similar debtor relief laws of the US or other applicable jurisdictions in effect from time to time.

14.20. ~~14.21.~~ “**Demolition Waste**” means that solid waste that is produced by the destruction of structures and their foundations and includes the same materials as construction wastes.

14.21. ~~14.22.~~ “**Effective Date**” has the meaning set forth in the preamble.

14.22. ~~14.23.~~ “**Environmental Laws**” means all present and future Laws relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, groundwater, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, c, discharge of, or exposure to, Hazardous Materials. Without limiting the generality of the foregoing, Environmental Laws include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Sections 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq. relating to Hazardous Materials, the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, et seq., and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, et seq., and all regulations adopted thereunder and all state and local analogs. In addition to the foregoing, Environmental Laws also means and includes all voluntary cleanup programs and brownfields programs under federal, state, or local law and all requirements imposed by any Environmental Permit.

14.23. ~~14.24.~~ “**Event of Default**” shall have the meaning set forth in Section 12.1(a).

14.24. ~~14.25.~~ “**FOIA**” shall have the meaning set forth in Section 4.4.

14.25. ~~14.26.~~ “**Governmental Authorities**” means any and all federal, state, county, city, town, other municipal corporation, governmental or quasi-governmental board, agency, authority, department, or body having jurisdiction over the Landfill.

14.26. ~~14.27.~~ “**Governmental Authorizations**” means the permits, licenses, variances, entitlements, approvals, and other actions that, under Governmental Requirements applicable to the Landfill, have been or must be issued, granted, or taken by Governmental Authorities in connection with the Landfill.

14.27. ~~14.28.~~ “**Governmental Requirements**” means building, zoning, subdivision, traffic, parking, land use, environmental, occupancy, health, accessibility for disabled, and other applicable Laws and decrees of any Governmental Authority pertaining to the Landfill. This term shall include the conditions or requirements of Governmental Authorizations.

14.28. ~~14.29.~~ “**Groundwater Monitoring System**” has the meaning set forth in Section 1.1(a)(xii).

14.29. ~~14.30.~~ “**Hazardous Materials**” means any substance, chemical, material, or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "regulated substance," "contaminant," or "pollutant" (or words of similar import) within the meaning of, or regulated or addressed under, any Environmental Law. Without limiting the generality of the foregoing, Hazardous Materials includes: mold; petroleum and petroleum products and compounds containing them or derived from them, including gasoline,

diesel fuel, oil, and other fuels and petroleum products or fractions thereof; pesticides and herbicides; radon; carcinogenic materials; explosives; flammable materials; infectious materials; corrosive materials; mutagenic materials; radioactive materials; polychlorinated biphenyls ("PCBs"), and compounds containing them; lead and lead-based paint ("LBPs"); asbestos or asbestos containing materials ("ACMs") in any form that is or could become friable; underground or aboveground storage tanks, whether empty or containing any substance; and any medical products or devices, including those materials defined as "medical waste" or "biological waste" under relevant statutes or regulations pertaining to any Environmental Law.

14.30. ~~14.31.~~ **"Host Fee"** shall have the meaning set forth in Section 2.7(a).

~~14.32. "Household Hazardous Wastes" shall have the meaning set forth in Section 1.1(a)(viii).~~

14.31. ~~14.33.~~ **"Industrial Waste"** means any solid waste generated by manufacturing or industrial process that is not a regulated hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products/byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

14.32. ~~14.34.~~ **"Landfill"** shall have the meaning set forth in the recitals.

14.33. ~~14.35.~~ **"Landfill Liaison"** shall have the meaning set forth in Section 1.2(d)(i).

14.34. ~~14.36.~~ **"Landfill Liner System"** shall have the meaning set forth in Section 1.1(a)(xi).

14.35. ~~14.37.~~ **"Laws"** means all applicable federal, state, and local laws, statutes, codes, rules, ordinances, regulations, standards, governmental requirements and policies, administrative rulings, court judgments and decrees, and all amendments thereto.

14.36. ~~14.38.~~ **"Leachate Management System"** shall have the meaning set forth in Section ~~1.1(a)(ix)~~3.7.

14.37. ~~14.39.~~ **"Maximum Volume"** shall have the meaning set forth in Section 2.6.

14.38. ~~14.40.~~ **"Minimum Host Fee"** shall have the meaning set forth in Section 2.7(e).

14.39. ~~14.41.~~ **"Municipal Solid Waste"** means that waste that is normally composed of residential, commercial, and institutional solid waste and residues derived from combustion of these wastes.

~~14.40.~~ ~~14.42.~~ “Owners” means [●].³

~~14.41.~~ ~~14.43.~~ “Party” or “Parties” shall have the meaning set forth in the preamble.

~~14.42.~~ ~~14.44.~~ “Performance Bond” shall have the meaning set forth in Section 8.1(b).

~~14.43.~~ ~~14.45.~~ “Permit” shall have the meaning set forth in Section 1.1(b).

~~14.44.~~ ~~14.46.~~ “Pre-Development Conditions” shall have the meaning set forth in Section 1.1.

~~14.45.~~ ~~14.47.~~ “Pre-Development Package” shall have the meaning set forth in Section 1.1(a).

~~14.46.~~ ~~14.48.~~ “Property” shall have the meaning set forth in the recitals.

~~14.47.~~ ~~14.49.~~ “Regulations” shall have the meaning set forth in Section 2.1(a).

~~14.48.~~ ~~14.50.~~ “Required Authorizations” shall have the meaning set forth in Section 1.1(a)(i).

~~14.49.~~ ~~14.51.~~ “Required Insurance Policies” shall have the meaning set forth in Section 1.1(c).

~~14.50.~~ “Specialty Hazardous Wastes” shall have the meaning set forth in Section 1.1(a)(viii).

~~14.51.~~ ~~14.52.~~ “Specialty Waste” means ~~Household Hazardous Wastes~~ household hazardous wastes, electronic or "e-waste" (computers, TVs, VCRs, stereos, copiers, fax machines), white goods (refrigerators, ranges, water heaters, freezers) and other similar materials.

~~14.52.~~ ~~14.53.~~ “Term” shall have the meaning set forth in Section 10.1.

~~14.53.~~ ~~14.54.~~ “Unacceptable Wastes” shall have the meaning set forth in Section 2.3(a).

~~14.54.~~ ~~14.55.~~ “VDEQ” shall have the meaning set forth in Section 1.1(b).

~~14.56.~~ ~~“Violation Notice” shall have the meaning set forth in Section 1.2(e).~~

~~14.55.~~ ~~14.57.~~ “Waste” means any type of waste, including, without limitation, Construction Waste, County Waste, Debris Waste, Demolition Waste, ~~Household Hazardous Wastes~~, Industrial Waste, Municipal Solid Waste, Specialty Waste, and Unacceptable Wastes.

³ To list the individual beneficial owners of Company (including any parent entity).

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

[THE NOVA COMPANY OF VIRGINIA]⁴

By: _____
Name: _____
Title: _____

RUSSELL COUNTY, VIRGINIA

By: _____
Name: _____
Title: _____

⁴ Legal entity name/place of incorporation to be confirmed.

Exhibit A

Property Description

Exhibit B

Host Fee/County Waste Rates