

SECOND AMENDMENT AND RENEWAL AGREEMENT

This Second Amendment and Renewal Agreement (the "Amendment") is dated the 11th day of November, 2014 and is by and between the City of Everman, Texas (the "City") and Progressive Waste Solutions of TX, Inc., a Texas corporation (the "Service Provider").

RECITALS:

WHEREAS, the City and IESI TX Corporation entered into a Franchise Agreement for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste dated April 1, 2005 (the "Contract");

WHEREAS, the City and IESI TX Corporation entered into an Amendment and Renewal Agreement dated November 10, 2009 (the "1st Amendment") (the Contract and the 1st Amendment are hereinafter collectively referred to as the "Agreement");

WHEREAS, on June 20, 2012, IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.;

WHEREAS, the Agreement will expire on March 31, 2015;

WHEREAS, the parties desire to amend, renew, and extend the Agreement as more fully described herein;

AGREEMENT:

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

I. Term. Section 3 of the Agreement is hereby modified by renewing the Agreement for an additional five (5) year term beginning on April 1, 2015 and terminating on March 31, 2020.

II. Rates and Fees. The rate sheet attached to the 1st Amendment as Attachment 1 is hereby deleted in its entirety and replaced with the rate sheet attached hereto as Exhibit A. The new rates on Exhibit A shall become effective on November 1, 2014.

III. Franchise Grant. Section 2 of the Agreement is hereby amended by adding the following sentence to the end of it: "To alleviate any confusion, the Service Provider shall have the exclusive right to provide the collection of recyclable materials within the City. In the event that the City desires the collection of recyclable materials from Commercial, Residential or Industrial Units, the Service Provider and City shall mutually agree upon pricing and equipment for the collection of such recyclable materials."

III. Reaffirmation. The parties hereto hereby restate and reaffirm their agreement with all of the terms and provisions of the Agreement, as amended hereby.


IV. Counterparts; Facsimile Signatures. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Second Amendment between the parties hereto, and it shall not be necessary for the proof of this Second Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

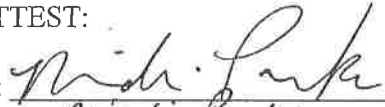
PROGRESSIVE WASTE SOLUTIONS OF
TX, INC.

By: 
Name: John Gustafson
Title: Vice President

CITY OF EVERMAN, TEXAS

By: 
Name: RAY RICHARDSON
Title: Mayor

ATTEST:

By: 
Name: Mirdi Parks
Title: City Secretary