

MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT

between

CITY OF LEESBURG, FLORIDA

and

COVANTA LAKE II, INC.

Dated as of _____

MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT

THIS MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT (this "Agreement"), is entered into as of _____, 2014 (the "Effective Date"), by and between COVANTA LAKE II, INC., a Florida corporation ("Covanta"), and the City of Leesburg, (the "Customer"). Covanta and the Customer are each referred to individually herein as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, Covanta owns and operates a solid waste disposal and resource recovery facility located in Okahumpka, Florida; and

WHEREAS, the Customer and Covanta have agreed to enter into this Agreement pursuant to which, beginning on January 1, 2015 (the "Commencement Date"), the Customer will deliver and pay for the disposal of, and Covanta will accept and dispose of, Acceptable Waste generated within the boundaries of the Customer, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. General Provisions.

1.1 Definitions. Unless otherwise defined herein, capitalized terms shall have the following meanings when used in this Agreement:

"Acceptable Waste" means mixed household solid waste and commercial solid waste (including trash, refuse and garbage) which has the characteristics of Solid Waste and which is (i) normally collected or disposed of by householders or other residents and by churches, schools and other municipal buildings (which for purposes of this Agreement shall be deemed to be household waste) or by commercial businesses, including bulky waste specified by Covanta and that is segregated and delivered by or on behalf of the Customer to the Facility, and (ii) permitted under then Applicable Law to be accepted, processed and disposed of at the Facility and the Backup Facility, and which is not Unacceptable Waste.

"Applicable Law" means each and every applicable Federal, state or local law, statute, charter, ordinance, rule, regulation, order, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

"Authorized Hauler" means a Person other than the Customer which, at the time of reference thereto, (i) is engaging generally in the business of collecting, transporting and delivering Solid Waste; (ii) is then designated by the Customer pursuant to Section 2.3(a) as an Authorized Hauler for Acceptable Waste generated within the boundaries of the Customer; and (iii) has then privileges granted by Covanta to deliver Acceptable Waste to the Facility, and such privileges are not then suspended or terminated.

"Backup Facility(ies)" means a properly permitted and licensed solid waste disposal facility.

"Change-in-Law" means either (a) the enactment, adoption, promulgation, modification, written interpretation or reinterpretation, written guideline or repeal, subsequent to the Effective Date, of any law, ordinance, code, rule, regulation or similar legislation by any Federal, State, County or other governmental body, or (b) the modification of or the imposition of any conditions on the issuance, modification or renewal of any official permit, license or approval subsequent to the Effective Date, which in the case of either (a) or (b), establishes requirements affecting the operation of the Facility or Backup Facility which are more burdensome than and adversely inconsistent with the most stringent requirements which are applicable to the Facility or Backup Facility and which are contained in any applicable laws with respect to the Facility or Backup Facility in effect as of the Effective Date.

"Commencement Date" is defined in the recitals.

"Confidential Information" means all information relating to Covanta's (including any Covanta affiliate or related entity), technology, equipment and methodology for converting waste to energy, their services, financial records, processes, plants, including further processes and products, technology, and development, and their customers and other commercial information, disclosed by Covanta directly or indirectly, or any such information that Customer acquires or receives, in writing, electronically or orally, or through observation of the Facility or Backup Facility.

"Contract Year" means each twelve-month period during the Term beginning on January 1st and ending on December 31st of the same year.

"Covanta" means Covanta Lake II, Inc., its permitted assignees and successors.

"CPI" means the Consumer Price Index -- All Urban Consumers, Miami Series ID: CUURA320SA0, all items, as determined by the United States Department of Labor, Bureau of Labor Statistics; provided that, in the event that the foregoing CPI index ceases to be available, the Parties shall agree upon the use of a closely comparable index then available.

"Customer" is defined in the preamble.

"Disposal Fees" means all amounts payable by the Customer hereunder, including the Tip Fees payable pursuant to Section 3.1(a), any fees, costs and Losses for which the Customer becomes responsible pursuant to Section 4.2, Section 7.1(b) or Section 9.4, and any other fees, costs, expenses and indemnity amounts payable by the Customer to Covanta hereunder.

"Effective Date" is defined in the preamble.

"Event of Force Majeure" means any of the following occurring on or after the Effective Date: (i) an occurrence or occurrences beyond the reasonable control of the Party affected which, separately or in the aggregate, adversely affects (including a material increase in the costs associated with) the Facility, or the ownership, use or operations of the Facility or the ability of any Party to perform its obligations hereunder (including the ability of Covanta or any of its contractors or subcontractors to accept, transport, process or dispose of any Acceptable Waste delivered hereunder) or the ability of Covanta, or any Person acting on behalf of Covanta, to comply with the requirements of any Applicable Law; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, windstorms, blizzards, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, acts of terrorism or vandalism or civil disturbances; (iii) Non-Covanta Strikes; (iv) an order or judgment of any Federal, state or local court, administrative agency or other governmental, quasi-governmental or other regulatory body or agency, if not the result of the willful misconduct or gross negligence of the Party relying thereon; provided, however, that the contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute the willful misconduct or gross negligence of such Party; (v) blockage of access to a the Facility, if not the result of the willful misconduct or gross negligence of the Party relying thereon; (vi) a complete or partial suspension of services at the Facility, or an adverse effect on the operations at the Facility, arising from or related to any surface or subsurface condition (including the presence of hazardous materials) thereon, to the extent not directly created by Covanta or an affiliate; (vii) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Facility, or any portion thereof by action of any Federal, state or local governmental, quasi-governmental or regulatory agency or authority; (viii) a Change-in-Law; and/or (ix) one or more of the foregoing if, separately or in the aggregate, it or they result in a material increase in the costs and/or expenses associated with the ownership, use and/or operation of the Facility and/or with the performance by Covanta of its obligations hereunder (and Covanta provides a minimum of thirty (30) days' prior written notice to Customer of Covanta's intent to declare an Event of Force Majeure due to such material increase in costs and/or expenses).

"Facility" shall mean the energy-from-waste facility located at 3830 Rogers Industrial Park Road, Okahumpka, Florida and any Backup Facilities.

"Florida Prompt Payment Act" means Local Government Prompt Payment Act as set forth in FL Statutes Chapter 218 Part VII

"Hauler's Rules and Regulations" means the rules and regulations for the Facility or the Backup Facility, as applicable, as adopted and amended by Covanta and/or the owner or operator of the Facility or the Backup Facility from time to time and at any time, which rules and regulations are hereby made a part of, and incorporated into, this Agreement.

"Incremental Transportation Cost" shall mean, as it relates to Acceptable Waste, the direct cost per mile, for labor, depreciation and fuel, to the Customer or an Authorized Hauler, as applicable, to transport each Ton of Acceptable Waste to a Backup Facility, to the extent that such cost exceeds the direct cost per mile of transporting a Ton of Acceptable Waste from the geographic center of the Customer to the Facility, as determined jointly by Covanta and Customer, taking into account appropriate documentation submitted by the Customer or the Authorized Hauler, as applicable. "Incremental Transportation Cost" shall not include any indirect expenses, including overhead or any lost profits or other Losses.

"Indemnified Parties" is defined in Section 9.4(b).

"Initial Term" is defined in Section 1.3.

"Loss" or "Losses" means actual or alleged claims, demands, liabilities, obligations, losses, damages, fines, penalties, Taxes, interest, suits, administrative proceedings, costs, expenses (including the fees and costs of investigators, accountants and attorneys) and disbursements, or whatever nature, liquidated or unliquidated, including amounts paid in satisfaction of judgments or as a settlement or compromise thereof.

"Non-Covanta Strikes" means strikes, slowdowns, walk-outs, work stoppages or similar industrial or labor actions that are not directed solely at Covanta and its affiliates.

"Party" and "Parties" are defined in the Preamble.

"Person" means a Customer, corporation, partnership, limited partnership, limited liability company, limited liability partnership, business trust, trust, joint venture, company, firm, entity or individual.

"PRA" is defined in Section 11.12(b).

"Process" means the combustion of Acceptable Waste at the Facility.

"Qualified Covanta Affiliate" means an entity which is owned or controlled, directly or indirectly, by Covanta Holding Corporation, a Delaware corporation, or any successor thereto, which is creditworthy and capable of performing the obligations of Covanta hereunder.

"Renewal Term" is defined in Section 1.3.

"Solid Waste" means unwanted or discarded solid materials, consistent with the licenses, approvals and permits issued for the Facility; provided, however, that semi-solid, liquid and gaseous materials of the type which are customarily collected and treated in municipal sewage facilities, water supply treatment facilities, water pollution abatement facilities, air pollution control facilities and sludges or other residues from any of the foregoing facilities are not Solid Waste.

"Tax" or "Taxes" means all net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, escheats, franchise, profits, license, capital, withholding, payroll, employment, excise, goods and services, severance, stamp, occupation, premium, property, assessments or other governmental charges, levies or surcharges or any kind whatsoever, including a solid waste assessment, and a payment due to the Customer in which a solid waste disposal facility is located, together with any interest, fines and any penalties, additions to tax or additional amounts incurred or accrued, under any applicable federal, state, local or foreign tax law or assessed, charged or imposed by any authority, domestic or foreign.

"Term" is defined in Section 1.3.

"Tip Fee" means for the first Contract Year of the Term Twenty-Nine dollars and Fifty Cents (\$29.50) per Ton, and for each subsequent Contract Year during the Term an amount determined by increasing the Tip Fee for the immediately preceding Contract Year by an amount equal to the product of (i) the Tip Fee for the immediately preceding Contract Year multiplied by (ii) the percentage increase, if any, in the CPI during the twelve-month period of such immediately preceding Contract Year.

"Ton" means 2,000 pounds.

"Unacceptable Waste" means (a) any waste that is specifically prohibited for admittance or processing at the Facility by the Florida Department of Environmental Protection or other regulatory agency having jurisdiction over the Facility, (b) any material that has the reasonable possibility of adversely affecting the operation of any part of the Facility, and (c) any waste regulated as hazardous by any local, State or Federal authority.

"Yard Trash" means vegetative matter resulting from landscaping maintenance and land clearing operations and includes de minimus associated rocks and soils.

1.2 Waste Delivery and Acceptance Obligations.

(a) During the Term, the Customer shall deliver in accordance with the terms of this Agreement the following Acceptable Waste to the Facility: (i) all Acceptable Waste whose collection is by Customer employees or Customer contractors or agents; and (ii) all Acceptable Waste that is from, or was collected at or delivered to, a transfer

station or other solid waste facility owned, leased, operated or controlled by the Customer. The parties acknowledge and agree that all types of Acceptable Waste may be comingled and that Customer is not required or expected to separate different types of Acceptable Waste before delivery to Covanta. The Parties further acknowledge that the Customer is not obligated to deliver segregated loads of Yard Waste or recyclable materials collected as part of the Customers recycling program. The Customer may, at its option, deliver segregated loads of Yard Waste or recyclable materials collected as part of the Customers recycling program as Acceptable Waste to the Facility for disposal, provided it contains no Unacceptable Waste. Lastly, the Customer at its option may deliver "storm related debris" that does not include Unacceptable Waste to the Facility for disposal. Covanta will make reasonable efforts to afford the Customer priority in the disposal of such "storm related debris" if there is un-contracted disposal capacity available.

(b) During the Term, Covanta shall, to the extent permitted by Applicable Law and in accordance with the terms of this Agreement, accept and dispose of all Acceptable Waste generated within the boundaries of the Customer and delivered to the Facility by the Customer or an Authorized Hauler; provided, however, that:

(i) Covanta may, at its sole discretion, divert to a Backup Facility any delivery by the Customer of Acceptable Waste during a Contract Year, and the Customer shall deliver or cause to be delivered such diverted Acceptable Waste to the Backup; Facility for the Disposal Fees provided hereunder; provided, further, that Covanta shall pay to the Customer the Incremental Transportation Cost, if any, for each Ton of Acceptable Waste diverted to a Backup Facility and accepted by Covanta during a Contract Year pursuant to this Subsection 1.2(b).

(c) Covanta shall have the right to reject Solid Waste under any of the following circumstances:

(i) Covanta may reject a delivery of Acceptable Waste that (A) is not generated within the boundaries of the Customer or is not delivered by the Customer or an Authorized Hauler, (B) is not delivered to the Facility in accordance with Applicable Law and this Agreement, including the applicable Hauler's Rules and Regulations, or (C) is delivered at a time when the Customer or any of its Authorized Haulers is in breach of its obligations under this Agreement, including the Hauler's Rules and Regulations;

(ii) Subject to Section 7.1(b), Covanta shall have the right to reject Acceptable Waste during an Event of Force Majeure; and

(iii) Covanta shall have the right in its reasonable discretion to reject any waste delivered by the Customer or any of its Authorized Haulers which Covanta determines is not Acceptable Waste, subject to Covanta's rights under Section 4.2 with respect to Unacceptable Waste.

(d) On any given day, if the wait time at the Facility is confirmed by the Parties to be in excess of one (1) hour, measured from the time the vehicle weighs in at the Facility scale to the time the vehicle weighs out at the Facility scale, the Customer shall have the right to divert the balance of their deliveries for that day to the Covanta designated Backup Facility; provided, however, that Covanta shall not pay the Incremental Transportation Cost for any such diverted deliveries.

Title to Acceptable Waste delivered by or on behalf of the Customer shall pass to Covanta or its designee at the time that Covanta or its designee accepts such Acceptable Waste upon Covanta's determination that such Acceptable Waste meets all of the requirements of this Agreement, including the applicable Hauler's Rules and Regulations. In the event that Covanta subsequently determines that any Solid Waste accepted from the Customer or an Authorized Hauler is not Acceptable Waste generated within the boundaries of the Customer, Covanta and/or its designee may revoke its acceptance of such Solid Waste and title thereto shall revert to the Customer. At no time will Covanta or its designee be deemed to accept or take title to Unacceptable Waste or to any other Solid Waste rightfully rejected by Covanta pursuant to this Agreement.

1.3 Term. This Agreement is effective as of the Effective Date. The initial five (5) year term of this Agreement shall begin on the Commencement Date and shall expire on December 31, 2020 (the "Initial Term"), unless sooner terminated as provided herein. If no event of default by the Customer has occurred and is continuing, the Parties shall have the option to extend the term of this Agreement for three (3) additional consecutive five (5) year periods (each, a "Renewal Term" and together the "Renewal Terms") upon such terms and conditions as are mutually agreed to by the Parties. The Initial Term and the Renewal Term(s), if any, are referred to herein collectively as the "Term." Notwithstanding anything contained herein to the contrary, if Covanta elects to shut down the Facility for any reason at its discretion, then Covanta may terminate this Agreement upon 120 days prior written notice to Customer. Upon the expiration or termination of the Term, the obligations of the Customer to deliver Acceptable Waste to the Facility, and the obligation of Covanta to accept and dispose of such Acceptable Waste shall terminate; provided, however, (i) each Party shall remain liable to the other with respect to any liability arising prior to such expiration or termination and such liabilities shall survive and continue until the same are fully satisfied or waived; and (ii) the indemnification obligations of each Party hereunder, the post-termination insurance obligations under Sections 2.3(e) and 9.3, the confidentiality obligations under Section 11.12 and any confidentiality agreement executed pursuant to Section 3.2 or Section 11.12(a) and the provisions of Articles 10 and 11, shall survive the termination or expiration of this Agreement.

1.4 Delivery Forecast for Planning Purposes. To assist Covanta in its planning for the use and operation of the Facilities, the Customer shall, on or before July 1st of each calendar year after the Effective Date and prior to the expiration of the Term, use reasonable efforts to determine and provide in writing to Covanta a reasonable estimated range of the number of Tons of Acceptable Waste to be delivered to the Facility hereunder during the next immediate Contract Year.

1.5 Reserved.

1.6 Special Collection Days. During the Term, if no event of default by the Customer has occurred and is then continuing, Covanta shall conduct, at its expense, two (2) events each Contract Year, at locations agreed to with the Customer, at which individual residents of the Customer can recycle household electronic devices, shred household paper waste and dispose of typical and reasonable amounts and kinds of household hazardous waste.

1.7 Curbside Yard Waste Collection. Covanta shall work with the Customer to identify potential alternative options for the Customer to collect and transport yard waste at the Customer's expense.

ARTICLE 2. Delivery Procedures and Authorized Haulers.

2.1 Delivery Procedures. All deliveries of Acceptable Waste hereunder shall conform to the requirements of this Agreement and the applicable Hauler's Rules and Regulations. The Hauler's Rules and Regulations are applicable generally to customers utilizing the Facility and the Backup Facility, and shall have reasonable terms and conditions consistent with the operational requirements of such Facility. Covanta shall provide to the Customer a copy of the Hauler's Rules and Regulations for the Facility and the Backup Facility at least thirty (30) calendar days prior to the Commencement Date. Covanta reserves the right for it and/or the owner or operator of the Facility and Backup Facility to modify, amend and repeal the applicable Hauler's Rules and Regulations from time to time and at any time and will endeavor to provide at least thirty (30) calendar days' advance written notice to the Customer and its Authorized Haulers of any material change in the Hauler's Rules and Regulations for the Facility and Backup Facility utilized pursuant to this Agreement.

2.2 Vehicle Identification. Covanta may establish a system for the identification of delivery vehicles (which procedures may require the identification of the name of the Customer and the tare weight of each vehicle used to deliver waste to the Facility or the Backup Facility) and may modify or amend such system from time to time. Covanta shall be allowed to rely on representations made by the individual operators of vehicles owned by or operated on behalf of the Customer or any Authorized Hauler as to the Person against whose account is to be charged for the Solid Waste being delivered to the Facility or Backup Facility. Covanta may reject Acceptable Waste delivered by any Person or vehicle that does not comply with the identification system or the applicable Hauler's Rules and Regulations. Covanta may enforce compliance with identification and delivery procedures by termination or suspension of any Person's disposal privileges and such other means as it may reasonably determine to be necessary or appropriate.

2.3 Authorized Haulers.

(a) The Customer may designate one or more Authorized Haulers to deliver Acceptable Waste to the Facility or Backup Facility (subject to the prior written consent of Covanta as provided in Section 1.2(a)), generated within the boundaries of the Customer, pursuant to this Agreement. Such designation or designations shall not relieve the Customer of any of its duties or responsibilities under this Agreement. The designation by a Customer of one or more Authorized Haulers shall not affect the right of Covanta or a Covanta affiliate to rely on the representations of the Person or Persons delivering such waste as to its composition, place of origin, and other relevant characteristics. At least thirty (30) calendar days prior to the commencement of each Contract Year, commencing with the Second Contract Year, Covanta shall send to the Customer a written list of Authorized Haulers previously designated as Authorized Haulers by the Customer to deliver Acceptable Waste to the Facility and Backup Facility; the Customer will then verify that the list is accurate and complete and return a signed copy to Covanta prior to the commencement of such Contract Year. Covanta shall be entitled to rely upon the list of Authorized Haulers provided to the Customer if the Customer fails to timely verify and return the signed list. Upon request by the Customer, Covanta shall provide reasonable assistance to the Customer in the identification of Authorized Haulers to transport and deliver Acceptable Waste to the Facility and Backup Facility pursuant to this Agreement.

(b) Prior to the designation or use of any new Authorized Hauler and prior to the termination of an existing Authorized Hauler or the extension of an agreement with an existing Authorized Hauler, the Customer shall deliver written notice to Covanta of the name, address and other relevant information regarding such Authorized Hauler. Covanta shall notify the Customer within seven (7) calendar days of receipt of such notice, whether the proposed Authorized Hauler has delivery privileges at the Facility or Backup Facility or is then subject to revocation or suspension of those privileges for cause (as defined in Subsection (c) below). Approval of the Customer's Authorized Hauler(s) shall not be unreasonably withheld, conditioned or delayed. The Customer shall not enter into any agreement or extension of any agreement with any hauler which does not have delivery privileges at the Facility or Backup Facility, as applicable, or whose delivery privileges at the Facility or Backup Facility have been terminated or suspended.

(c) Covanta shall be entitled to terminate or suspend a Person's delivery privileges at the Facility and/or Backup Facility for cause. For purposes of this Section 2.3, the term "cause" shall include any act or omission of the Person (including individual vehicle operators) which involves a material misrepresentation, or negligence resulting in material harm to persons or property, or constitutes a material, or is part of a persistent and repeated, violation of Applicable Law, or constitutes a material, or is part of a persistent and repeated, breach of the Customer's obligations hereunder, including the Hauler's Rules and Regulations (as provided therein) and the insurance requirements described in Subsection (d) below.

ARTICLE 3. Tipping Fees.

3.1 Tip Fees. The Customer shall pay the Tip Fee to Covanta (i) for each Ton of Acceptable Waste delivered to the Facility or the Backup Facility (as described in Section 1.2) and accepted by Covanta; (ii) for each Ton of Unacceptable Waste delivered to the Facility or the Backup Facility and disposed of by Covanta as provided in Section 4.2; and (iii) for each Ton of Acceptable Waste the disposal of which is arranged for by Covanta as provided in Section 7.1(b) (such Tip Fee, in each instance, to be in addition to the payment of all other Disposal Fees payable by the Customer hereunder).

3.2 Inspection of Books and Records. Subject to the terms and conditions set forth in this Section 3.2, Covanta shall cause those Covanta books and records relating to the quantity of Acceptable Waste delivered by the Customer and its Authorized Haulers and accepted by Covanta to be available to a representative of the Customer for inspection upon reasonable notice and during normal business hours. All such inspections by the representatives of the Customer shall be conducted in such manner as not to cause interference with the operation of a Facility and such representatives shall comply with all reasonable rules adopted by Covanta or the owners or operators of the location where such Covanta books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located and rules requiring persons who will be given access to Confidential Information to enter into a reasonable confidentiality agreement with terms and conditions substantially similar to those set forth in Section 11.12 and other rules relating to the protection of the Confidential Information of Covanta and its contractors and subcontractors.

ARTICLE 4. Quality of Solid Waste.

4.1 Acceptable Waste. The Customer agrees that the Solid Waste delivered hereunder to the Facility or the Backup Facility shall be Acceptable Waste, generated within the Customer's boundaries and shall otherwise comply with the requirements of this Agreement, the applicable Hauler's Rules and Regulations and Applicable Law. The Customer will permit no new deliveries, and will discontinue or cause to be discontinued current deliveries of Solid Waste that do not comply with the provisions of this Section 4.1. The retention of waste enforcers by Covanta or the owner or operator of the Facility or the Backup Facility, which retention shall not be required of Covanta or of any such owner or operator, or any act or omission on their part, shall not relieve the Customer of its obligation to deliver or cause to be delivered only Acceptable Waste generated within the boundaries of the Customer to the Facility, and to provide or pay for the disposal of waste that is other than Acceptable Waste delivered to the Facility or Backup Facility.

4.2 Unacceptable Waste. The Customer agrees that neither it nor any of its Authorized Haulers shall knowingly deliver Unacceptable Waste to the Facility or the Backup Facility. If a delivery of waste is made which contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the

Unacceptable Waste cannot be separated from the Acceptable Waste, without unreasonable efforts by or expense to Covanta as determined by Covanta in its sole discretion. If Unacceptable Waste is delivered to the Facility or the Backup Facility, Covanta shall promptly notify the Customer of such delivery by telephone (telephone number: _____), Email (Email address: _____) or by facsimile (facsimile number: _____) and, in addition to any other rights and remedies to which Covanta may have hereunder or under Applicable Law, at its sole option may (i) reject such waste and require the Person who delivered such Unacceptable Waste to reload and dispose of such waste at the sole cost and expense of such Person, or (ii) if Covanta does not discover such Unacceptable Waste in time to reject and require the reloading such Unacceptable Waste, and the Customer does not collect and dispose of such Unacceptable Waste within twenty-four (24) hours after receiving the above-mentioned notice from Covanta or Covanta is otherwise required by Applicable Law to remove and/or dispose of such Unacceptable Waste prior to the collection and disposal of such Unacceptable Waste by the Customer or the expiration of such twenty-four-hour period, Covanta may dispose of such Unacceptable Waste, as agent for the Customer and at Customer's expense, at a location or facility that is authorized to accept such Unacceptable Waste in accordance with all Applicable Law, and the Customer shall pay to Covanta the Tip Fee for each Ton of such Unacceptable Waste and all other costs associated with management, transportation and disposal of such Unacceptable Waste. None of the foregoing actions by Covanta shall constitute acceptance of such Unacceptable Waste by Covanta, transfer of the ownership of such Unacceptable Waste to Covanta, consent by Covanta to any future deliveries by the Customer or its Authorized Haulers of Unacceptable Waste, or waiver by Covanta of any rights or remedies it may have against the Customer or its Authorized Haulers because of the delivery of such Unacceptable Waste. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COSTS ASSOCIATED WITH UNACCEPTABLE WASTE, SPECIFICALLY INCLUDING ALL COSTS ASSOCIATED WITH COVANTA'S NEGLIGENCE, BUT EXCLUDING COSTS ASSOCIATED WITH COVANTA'S GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, IN HANDLING OR DISPOSING OF SUCH UNACCEPTABLE WASTE.

ARTICLE 5. Invoicing and Payments.

5.1 Monthly Payments. After the end of each calendar month, Covanta will render an invoice to the Customer for the total Disposal Fees due from the Customer hereunder for such period, and the Customer shall pay to Covanta the amount of such invoice on or before the close of the thirtieth (30th) calendar day following the date of the invoice to the Customer.

5.2 Interest on Overdue Charges; Collection Charges. If payment in full of the Disposal Fees is not made by the Customer on or before the close of the thirtieth (30th) calendar day following the date of the invoice to the Customer, any amount remaining unpaid as of such date shall bear interest at the rate of one percent (1%) per month in accordance with FL Statutes Section 218.74 (4) of the Florida Prompt Payment Act.

5.3 Disputes. In the event of a dispute as to any monthly invoice, (i) the Customer shall pay when due the full amount of the invoice, including any amount in dispute, and (ii) the Customer shall give Covanta, at the time such payment is made, written notice of the dispute. Acceptance by Covanta of payment of an amount less than the full amount of the invoice shall not constitute accord and satisfaction of the amount in dispute and shall not prevent the accrual of interest as provided in Section 5.2 with respect to disputed amounts finally determined to be due to Covanta. Such notice shall identify said dispute with reasonable particularity, state the amount in dispute and set forth a full statement of the grounds which form the basis of such dispute. Upon settlement by the Parties of the dispute, Covanta shall refund promptly the amount of any overpayment or the Customer shall promptly pay the outstanding portion of the invoice, plus interest and costs of collection, whichever is applicable.

5.4 Obligation of the Customer to Make Payments. This Agreement shall be binding on the Customer, and the Customer covenants and agrees to appropriate in its annual budget, including by amendment, if required and to the extent permitted and in accordance with budgetary procedures provided by the laws of the State of Florida, to meet its obligations under this Agreement. The Customer agrees that its obligation to make any such payments in the amounts and at the times herein specified shall be absolute and unconditional, shall not be subject to any setoff, abatement, counterclaim, recoupment, defense (other than payment itself) or other right which the Customer may have against Covanta or any other Person for any reason whatsoever or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the Customer or limit recourse against the Customer. Payment made pursuant to this provision shall not prejudice the right of the Customer to claim abatements, refunds or adjustments to which it is entitled under this Agreement or pursuant to Applicable Law. Moreover, the Customer's obligation to make such payments shall not be affected by any damage to the Facility or Backup Facility, or any interruption or cessation in the possession, use or operation of the Facility or Backup Facility by Covanta or any other Person, so long as the Facility or Backup Facility is capable of accepting Acceptable Waste delivered by or on behalf of the Customer pursuant to this Agreement.

ARTICLE 6. Governmental Regulation.

6.1 Jurisdiction. Covanta and the Customer acknowledge that the collection, transportation and disposal of solid waste is subject to the jurisdiction of various governmental agencies, including agencies of the United States of America, the State of Florida and the states and municipalities in which the Facility and the Backup Facilities are located.

6.2 Compliance. Covanta and the Customer each agree, at its own expense, (subject to the provisions herein relating to Events of Force Majeure), to comply with all Applicable Law applicable to it in connection with this Agreement and the transactions

contemplated hereby. Such Applicable Law shall include actions taken by a Customer to regulate vehicular traffic in and around the Facility and the Backup Facility and the making of deliveries to the Facility and Backup Facility.

ARTICLE 7. Events of Force Majeure and Change-in-Law.

7.1 Suspension of Obligations.

(a) A delay or failure of performance hereunder by a Party shall not constitute an event of default or result in any liability for a breach of its obligations under this Agreement during an Event of Force Majeure affecting such Party; provided, however, an Event of Force Majeure shall not excuse the Customer's obligation to pay any amounts due hereunder. Such delay or failure shall be excused at any time such Party is adversely affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the Party so affected, using its reasonable efforts, to correct or mitigate the adverse effects of such Event of Force Majeure. An Event of Force Majeure shall not terminate or suspend the Customer's obligation to make any payments pursuant to this Agreement for waste which has been delivered to the Facility or Backup Facility prior to a suspension for an Event of Force Majeure or its obligations under Section 1.2(a).

(b) If an Event of Force Majeure gives Covanta the right to reject Acceptable Waste pursuant to Section 1.2(c), Covanta shall notify the Customer in writing and by contacting the Customer at the telephone number or facsimile number provided in Section 4.2 and:

(i) Covanta shall use commercially reasonable efforts to identify and, as agent for the Customer, arrange for the delivery of such rejected Acceptable Waste to a location or facility that is authorized to accept such Acceptable Waste in accordance with all Applicable Law, and Covanta may charge the Customer, and the Customer shall pay, the Tip Fee for each Ton of such Acceptable Waste and, in addition, all out-of-pocket costs incurred by Covanta arising from or related to the collection, handling, storage, transportation, processing and disposal of such Acceptable Waste, including the reasonable charges of any affiliate of Covanta;

(ii) Notwithstanding the foregoing, the Customer may in its discretion and with prior written notice to Covanta, elect and provide for, at the Customer's expense, alternate arrangements for the disposal of the Acceptable generated within the boundaries of the Customer to the extent necessitated, and for the duration of, the Event of Force Majeure; and

(iii) If, during an Event of Force Majeure, Covanta does not accept Acceptable Waste for a continuous period of thirty (30) calendar days or more after written notice to Covanta, the Customer and Covanta shall each have the option to

terminate this Agreement upon written notice to the other Party without liability to the other Party except as expressly provided in Section 1.3.

(c) The Party relying on an Event of Force Majeure as an excuse for a delay or failure of performance hereunder shall give the other Party prompt written notice of such Event of Force Majeure.

(d) The Customer shall have no liability or obligation to Covanta or its affiliates for any costs or expenses incurred as a result of an Event of Force Majeure, except for the Customer's obligations under Subsection (b)(i) above during any period that it elects to have Covanta arrange for alternative disposal or its obligations under Section 9.4(a).

7.2 Efforts to Remove Condition. The provisions of this Article allowing a Party to claim excuse due to an Event of Force Majeure shall not relieve such Party from using its commercially reasonable efforts to mitigate or remove such Event of Force Majeure.

ARTICLE 8. Default and Remedies.

8.1 Events of Default by Covanta. Each of the following shall be an event of default by Covanta under this Agreement:

(a) Covanta fails to perform its obligation to accept delivery of Acceptable Waste in accordance with this Agreement and such failure continues for a period of five (5) calendar days after written notice to Covanta by the Customer;

(b) Covanta fails to observe and perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and the continuance of such failure for a period of thirty (30) calendar days after written notice to Covanta by the Customer specifying the nature of such failure and requesting that it be remedied; or

(c) Covanta or any of its partners makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for

it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

8.2 Events of Default by the Customer. Each of the following shall be an event of default by the Customer under this Agreement:

(a) The Customer fails to pay any Disposal Fees, including the Tip Fees or any other amounts payable pursuant to Section 1.2, 3.1, 4.2, 5.1, 5.2 or 7.1(b), which is due from the Customer hereunder, or any other amounts to be paid or reimbursed by the Customer hereunder, within thirty (30) calendar days after notice of delinquency from Covanta;

(b) The Customer or any Authorized Hauler fails to observe and perform any other material term, covenant or agreement contained in this Agreement, including the Hauler's Rules and Regulations, or other agreements or policies to which either the Customer or its Authorized Haulers are subject in accordance with this Agreement and such failure continues for, or is not remedied within, a period of thirty (30) calendar days after written notice to the Customer specifying the nature of such failure and requesting that it be remedied; or

(c) The Customer makes a general assignment for the benefit of creditors, files a petition in bankruptcy or makes a request to the Governor of the State of Florida to file such a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, receivership, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

8.3 Remedies on Default. Whenever any event of default shall have occurred and is continuing, the non-defaulting Party shall have the following rights and remedies:

(a) If Covanta is then in default (other than an event of default under Section 8.1(a)), the Customer shall have the option, upon at least thirty (30) calendar days prior written notice to Covanta, to terminate this Agreement unless the event of default is cured prior to the expiration of such thirty (30) calendar day period or unless during such period Covanta has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would

be to enable Covanta to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

(b) If the Customer is then in default, Covanta shall have the option, upon at least thirty (30) calendar days prior written notice to the Customer by Covanta, to terminate this Agreement unless the event of default is cured prior to the expiration of such thirty (30) calendar day period or unless during such period the Customer has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable the Customer to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

(c) If the Customer is then in default, Covanta shall have the option, upon written notice to the Customer, without terminating this Agreement, to stop accepting Acceptable Waste generated within the boundaries of the Customer, until such default is cured or this Agreement is terminated;

(d) If an event of default has occurred pursuant to Section 8.1(a), the Customer shall have the option, upon written notice by the Customer to Covanta, to terminate this Agreement; and

(e) In no event shall either Party be liable to the other for monetary damages on account of a breach of the terms of this Agreement caused by a declaration of an Event of Force Majeure made in good faith; provided, however, that nothing in this Section shall be deemed to limit the obligation of the Customer to make the payments described in Article 3, Article 5 or Section 7.1(b) as a result of an Event of Force Majeure.

8.4 Remedies Cumulative. All rights and remedies under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available at law or in equity. Except as otherwise expressly provided herein, neither Party shall have any liability to the other under this Agreement for any special, consequential, punitive, indirect or incidental damages.

ARTICLE 9. Representations and Warranties, Insurance and Indemnification.

9.1 Representations and Warranties of the Customer. The Customer hereby represents and warrants to Covanta that:

(a) this Agreement has been executed by representatives of the Customer acting with the approval and under the authority of the legislative body

of the Customer, and the Customer has heretofore delivered to Covanta evidence of such approval and authority;

(b) the Customer is authorized (i) to enter into a long-term contract for resource recovery and waste disposal processing services, (ii) to pay the fees and charges established by this Agreement, and (iii) to obligate itself to annually appropriate funds and levy taxes for the payment of such fees and charges;

(c) the Customer has the full power and authority to execute and deliver this Agreement to Covanta and carry out the Customer's obligations hereunder, all of which have been duly authorized in accordance with Applicable Law, and this Agreement shall be in full force and effect and be legally binding upon, and enforceable against, the Customer in accordance with its terms upon its due execution and delivery by the Customer and Covanta;

(d) there is no action, suit, investigation or other proceeding pending or, to the knowledge of the Customer, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of the Customer's obligations hereunder.

9.2 Representations and Warranties of Covanta. Covanta hereby represents and warrants to the Customer that:

(a) Covanta has the full power and authority to execute and deliver this Agreement to the Customer and to carry out Covanta's obligations hereunder, and this Agreement shall be in full force and effect and be legally binding upon, and enforceable against, Covanta in accordance with its terms upon its due execution and delivery by Covanta and the Customer;

(b) there is no action, suit, investigation or other proceeding pending or, to the knowledge of Covanta or its partners, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of Covanta's obligations hereunder; and

(c) the Facility and the Backup Facility is duly licensed, permitted or otherwise authorized to accept Acceptable Waste, except as excused hereunder, during the Term, Covanta and/or its contractors and subcontractors shall have all material licenses and permits necessary to operate the Facility and the Backup Facility and to carry out its obligations under this Agreement, and shall operate the Facility and the Backup Facility in material compliance with Applicable Law.

9.3 Insurance. Each party shall maintain, and Customer shall cause its Authorized Haulers to maintain, and furnish to the other, upon request, certificates attesting to the existence of, workers' compensation insurance providing statutory benefits, employer's liability insurance with policy limits of not less than \$1,000,000, automobile and commercial general liability insurance with policy limits of not less than

\$2,000,000 each occurrence for bodily injury or death and \$2,000,000 each occurrence for property damage liability, and pollution liability insurance having a minimum limit of \$2,000,000 per occurrence. Each such certificate shall contain a statement of the insurer's obligation to notify the other party at least 30 days prior to cancellation of any policy covered thereunder. Each party shall cause the aforesaid liability policies (with the exception of workers' compensation and pollution liability) to be duly and properly endorsed by its insurance underwriters as follows: a) to provide an endorsement naming as additional insured, and waiving subrogation in favor of, the Indemnified Parties; b) to contain a standard cross liability and severability clause; c) to provide that said insurance shall be primary in all instances with respect to Covanta's insurance, which shall be secondary and non-contributing at all times; and d) to provide contractual liability coverage.

9.4 Indemnification.

(a) Covanta shall indemnify and hold harmless the Customer from and against any and all Losses, damages, suits, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including the Facility's and Backup Facility's property, contamination of or adverse effects on the environment, and injuries to or death of persons, including Customer's, Covanta's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Covanta, its employees, haulers, contractors, subcontractors or agents; or (2) Covanta's breach of any term or provision of this Agreement.

(b) Customer shall indemnify and hold harmless Covanta, the Facility, and the Backup Facility(ies), their partners, parent companies, subsidiaries, and affiliates (collectively, the "***Indemnified Parties***"), up to but not in excess of the amount of the statutory waiver of sovereign immunity provided in Sec. 768.28, Fla. Stat., from and against any and all Loss, damages, suits, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Covanta's, the Facility's and the Backup Facility's property, contamination of or adverse effect on the environment, and injuries to or death of persons, including Customer's, Covanta's, the Facility's or the Backup Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Customer, its employees, Authorized Haulers, contractors, subcontractors or agents; or (2) Customer's breach of any term or provision of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, subject however to the limitations of Sec. 768.28 as aforesaid, Customer assumes responsibility for (1) any injury or loss incurred by its employees, agents or Authorized Haulers while on the Facility's or Backup Facility's premises (except that caused by Covanta's gross negligence), (2) any damage to Customer's property, including, but not limited to Customer's vehicles or Authorized Hauler's vehicles, that results from Covanta, the Facility or the Backup Facility providing unloading assistance to Customer while Customer is on the Facility's or Backup Facility's premises

(except that caused by Covanta's gross negligence), and (3) the compliance with all of the Facility's and Backup Facility's rules and regulations, particularly those relating to safety and health.

ARTICLE 10. Governing Law.

10.1 Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law principles. Venue for any action or proceeding arising under this Agreement shall be in Lake County, Florida.

ARTICLE 11. Miscellaneous.

11.1 Assignment. Except for the designation of Authorized Haulers as provided in Article 2, the Customer may not assign or transfer, directly or indirectly, any of its rights or duties under this Agreement. Covanta may, upon prior written notice to the Customer, assign all or any portion of its rights and obligations under this Agreement or delegate any of its obligations under this Agreement at any time so long as such assignee or delegee shall be creditworthy and capable of performing the obligations of Covanta under this Agreement. Such assignment or delegation shall not relieve Covanta of any obligations or liabilities hereunder arising on or after the date of the assignment or delegation unless such assignment or delegation is to a Qualified Covanta Affiliate or the Customer consents in writing to such assignment or delegation, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment in violation of this Section 11.1 shall be null and void and of no effect.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof. This Agreement supersedes all prior negotiations, representations and agreements between the Parties with respect to the subject matter hereof.

11.3 Waiver. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of any Party shall impair any such right, remedy, or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties. Any extension of time for payment hereunder or other indulgences shall not alter, affect or waive rights or obligations hereunder. Acceptance of any payment, whether partial or otherwise, after it shall have become due, shall not be deemed to alter, affect or waive the obligations of either Party.

11.4 Modifications. Except as otherwise provided herein, this Agreement may not be modified or amended except in writing signed by or on behalf of both Parties by their duly authorized officers.

11.5 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties.

11.6 Notices. Except as provided in Section 4.2, all notices, reports and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in the mails, postage prepaid, registered or certified mail, return receipt requested, or by commercial overnight courier addressed to the Party to whom notice is being given at its address set forth below. Either Party may change its address by notice similarly given, and the Customer may change the telephone number and/or facsimile number provided in Section 4.2 by notice given in accordance with this Section 11.6.

If to the Customer:

Attn: _____

If to Covanta:

Covanta Lake II, Inc.
3830 Rogers Industrial Park Road
Okahumpka, FL 34762
Attention: Business Manager

With a copy to:

Covanta Energy Corporation
445 South Street
Morristown, NJ 07960
Attention: General Counsel

11.7 Further Actions. Each Party agrees that it will, at its own expense, to the extent not reimbursable by the other Party under this Agreement, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonably necessary to give effect to the terms of this Agreement.

11.8 Counterparts. This Agreement may be executed in several counterparts, any one of which shall be considered an original hereof for all purposes.

11.9 Severability. In the event that any of the provisions, portions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions, portions and applications thereof shall not be affected thereby. In such event, the Parties agree that the court making such determination shall have the power to alter or amend such provision so that it shall be enforceable.

11.10 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right to any Person other than the Parties and their respective successors and permitted assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party.

11.11 Headings for Convenience. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

11.12 Confidentiality.

(a) Prior to the disclosure of Confidential Information by Covanta to the Customer or its representatives or agents under this Agreement or Applicable Law, Covanta may require the Customer and its representatives and agents, as the case may be, to execute and deliver to Covanta a reasonable confidentiality agreement that will require the signatory to: (i) treat as confidential all Confidential Information which may be made available to the Customer or any agent or representative of the Customer; (ii) maintain in a secure place all Confidential Information made available to it and limit access to the Confidential Information to those agents or representatives of the Customer to whom it is necessary to disclose the Confidential Information in furtherance of the Customer's obligations under this Agreement; (iii) prevent disclosure of any Confidential Information by any agent or representative of the Customer to unauthorized parties and assume liability on the part of the Customer and the signatory for any breach of this Agreement and/or such confidentiality agreement, or for any unauthorized disclosure or use of Confidential Information by the Customer or any of its agents or representatives; and (iv) not use any Confidential Information other than in furtherance of its obligations under this Agreement.

(b) If the Customer receives a request for disclosure of any Confidential Information under Florida's Public Records Act (the "PRA"), the Customer shall, before complying with such request, provide written notice of the request, and the opportunity to review and discuss it, to Covanta. If a complaint is thereafter filed with a court of competent jurisdiction, the Customer shall give Covanta prompt notice of such complaint to allow Covanta to file a motion to intervene in such proceeding and shall not oppose such motion. Nothing in this Agreement shall be deemed to prevent the Customer from complying with the requirements of the PRA as those requirements are determined by the Customer in its reasonable discretion.

(c) If the Customer receives any other request or demand for disclosure of any Confidential Information (whether in the form of a subpoena, an investigative inquiry by a governmental agency, discovery demands in litigation, or otherwise), the Customer agrees to give prompt notice to Covanta of such request or demand and to allow Covanta an opportunity to seek judicial protection for the Confidential Information, unless the Customer is expressly prohibited by court order from so disclosing the demand.

12.1 Interpretation. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after the Effective Date;

(b) Words of masculine gender shall mean and include correlative words of feminine and neuter genders and words importing the similar number shall mean and include the plural number and vice versa;

(c) The use of the word "including" in this Agreement shall be by way of example rather than by limitation;

(d) Reference to any agreement, document or instrument, including this Agreement or any appendix hereto, means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof;

(e) The use of the words "or", "either" and "any" shall not be exclusive;

(f) All references to statutory provisions and current or proposed rules and regulations shall be deemed to include any amendment or other revision to those laws and regulations and shall also be construed to refer to the corresponding provisions of any laws and regulations enacted to replace the laws and regulations referenced in this Agreement;

(g) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted at the date or time of such computation;

(h) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

(i) Reference to a particular Party shall include that Party's employees and the authorized agents of that Party; and

(j) Reference to any governmental, quasi-governmental or other regulatory authority or agency shall include any agency or authority of, and, the United States of America, the State of Florida and any other state, any county, any Customer, any district, and any political subdivision or instrumentality of any of the foregoing, with jurisdiction.

Both Parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Municipal Solid Waste Disposal and Services Agreement to be executed by their duly authorized representatives as of the day and year first above written.

COVANTA LAKE II, INC.

By: Bradford D. Crispell
Bradford D. Crispell
Title: Vice President
Regional Business Management

_____ [Customer]

By: _____
Name:
Title