

**INFRASTRUCTURE DEVELOPMENT AND
LEACHATE TREATMENT AND DISPOSAL AGREEMENT**

This Infrastructure Development and Leachate Treatment and Disposal Agreement ("Agreement") is entered into as of June 25, 2014 between The Metropolitan St. Louis Sewer District, a municipal corporation and political subdivision of the State of Missouri established under the Constitution of Missouri ("MSD"), with a mailing address of 2350 Market Street, St. Louis, MO 63103, and Bridgeton Landfill, LLC, a Delaware limited liability company (the "Company"), with a mailing address of 13570 St. Charles Rock Road, Bridgeton, MO 63044.

WITNESSETH:

WHEREAS, MSD is responsible for wastewater collection and treatment, and storm water management, throughout all of St. Louis City and 90 percent of St. Louis County; and

WHEREAS, MSD Ordinance No. 12559 (as the same may be amended, modified, or replaced from time to time, "Ordinance 12559") permits MSD to require pretreatment standards consistent with those provided in § 307(b) of the Clean Water Act, and permits MSD to enter into special agreements authorized by Section Four of Ordinance 12559 to protect the public health and safety; and

WHEREAS, the Company owns and operates the Bridgeton Sanitary Landfill (the "Landfill"), an inactive municipal solid waste landfill located within the service area of MSD; and

WHEREAS, the Landfill generates wastewater known as "leachate" which requires proper treatment and disposal to protect the public health and safety, and such leachate, without pretreatment by the Company, is incompatible with MSD's sanitary sewer system (the "MSD System"; the MSD System includes the Bissell Point WWTP, the Missouri River WWTP, and the Coldwater Creek WWTP as such terms are defined herein); and

WHEREAS, the Company is currently pretreating leachate through an interim system before discharge into the MSD System, within certain loading and capacity limitations, which pretreatment and said limitations are necessary to allow for proper treatment of the leachate by MSD; and

WHEREAS, the Company is currently constructing a pretreatment plant at the Landfill to meet the pretreatment specifications of MSD (the "Pretreatment Plant") and is developing plans for a Sewer Extension Line (as used herein, "Sewer Extension Line" means the Sewer Extension Line described in Section III of this Agreement) for the delivery of the pretreated leachate to MSD's Bissell Point WWTP (defined herein) and other MSD treatment plants; and

WHEREAS, MSD and the Company (collectively, "the Parties") wish to enter into this Agreement to govern the current, interim and long term treatment and disposal of the leachate, as well as the Company's development of the Pretreatment Plant and construction of the Sewer Extension Line;

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms contained herein, MSD and the Company agree as follows:

Section I. Current Operation and Discharge

1. Interim Pretreatment Unit

Pursuant to that certain letter dated April 24, 2013 from MSD to the Company (the "Conditional Approval"), the Company is currently operating an interim pretreatment operation which utilizes aeration in order to prepare the leachate for acceptance into the MSD System. The interim pretreatment system has been developed to meet MSD's minimum requirements regarding the limits of certain substances in the leachate and the frequency and amount of the leachate before discharge of the leachate into the MSD System. Company shall apply for an Interim Industrial Wastewater Discharge Permit (the "Interim Permit") from MSD to govern the treatment and discharge of leachate. Provided the Company's application for the Interim Permit otherwise complies with applicable Laws, MSD will issue the Interim Permit in the ordinary course of business, with such Interim Permit to contain such requirements, limitations, and conditions as MSD deems appropriate in its sole judgment ("Interim Permit Requirements"), including requirements, limitations, and conditions governing loading, variances and volumetric limitations. Presently, the Parties contemplate that the Interim Permit Requirements will be similar to those in place under the Conditional Approval, however, Company acknowledges and agrees that MSD may change the Interim Permit Requirements from time to time in its sole judgment and Company agrees to be bound by such changed Interim Permit Requirements. The Interim Permit shall set forth the pretreatment requirements, limitations, and conditions in order to ensure adequate pretreatment for the protection of the MSD System, MSD employees, the public, and the environment. When issued, the Interim Permit shall replace the Conditional Approval as the enforceable mechanism setting forth the applicable requirements, limitations, and conditions for pretreatment and continued discharge, and the Conditional Approval shall no longer be in force or effect.

2. Interim Discharge

Subject to the requirements, limitations, and conditions of the Interim Permit, the Company shall be permitted to discharge pretreated leachate to the MSD System through delivery via trucks to the MSD hauled waste facility at the MSD Bissell Point Waste Water Treatment Plant ("Bissell Point WWTP") or to other facilities and through other means as permitted by MSD in MSD's sole discretion. Company understands and acknowledges that, depending on conditions, the Interim Permit may not permit discharge of pretreated leachate by the Company into the MSD System at a given time.

Section II. Short-Term Operation and Discharge

1. Pretreatment Plant

a. The Company is currently developing and constructing, at its own cost, a Pretreatment Plant at the Landfill. It is the intent of the Parties that this Pretreatment Plant be an approved pretreatment facility pursuant to Ordinance 12559 permitting discharge to the MSD System. The Pretreatment Plant is being developed in accordance with requirements developed with MSD in order to pretreat the leachate to levels satisfactory for acceptance into the MSD System and subsequent treatment and disposal by MSD. Upon approval by MSD, the Pretreatment Plant, which is being developed for the protection of the MSD System, MSD employees, the public, and the environment, shall be considered an approved wastewater treatment unit consistent with the requirements of Clean Water Act § 307(b).

b. Company shall apply for an Industrial Wastewater Discharge Permit (the "Permit") from MSD to govern the Company's operation of the Pretreatment Plant and discharge of pretreated leachate from the Pretreatment Plant. Provided the Company's application for the Permit otherwise complies with applicable Laws, MSD will issue the Permit in the ordinary course of business, with such Permit to

contain such requirements, limitations, and conditions as MSD deems appropriate in its sole judgment ("Permit Requirements"), including requirements, limitations, and conditions governing loading, variances and volumetric limitations. Company acknowledges and agrees that MSD may change the Permit Requirements from time to time in its sole judgment and Company agrees to be bound by such changed Permit Requirements. The Permit shall set forth the pretreatment requirements, limitations, and conditions in order to ensure adequate pretreatment for the protection of the MSD System, MSD employees, the public, and the environment. When issued, the Permit shall replace the Interim Permit, and the Interim Permit shall no longer be in force and effect. Company acknowledges and agrees that it shall be an express condition to the issuance of the Permit that the Pretreatment Plant has been completed by the Company and approved by MSD.

2. Discharge Options After Completion of Pretreatment Plant But Prior to Completion of Sewer Extension Line

The Pretreatment Plant is being developed in cooperation with MSD to ensure that pretreated leachate meets the standards necessary to ensure compliant treatment of the leachate by MSD. Subject to the requirements, limitations, and conditions of the Permit, the Permit shall allow disposal of leachate via discharge through the Landfill's existing private lateral connection to the West Lake Pump Station which pumps to MSD's Missouri River Waste Water Treatment Plant (the "Missouri River WWTP"), or through delivery via trucks to the MSD hauled waste facility at the Bissell Point WWTP, or to other facilities and through other means as permitted by MSD in MSD's sole discretion. Company understands and acknowledges that, depending on conditions, the Permit may not permit discharge of pretreated leachate by the Company into the MSD System at a given time. Discharge through the Landfill's existing private lateral connection to the West Lake Pump Station which pumps to the Missouri River WWTP is available to the Company only during the following periods: (i) from the first day of November of a calendar year through the last day of February of the following calendar year (i.e., the periods when MSD is not required to operate its UV disinfection system at the Missouri River WWTP); and (ii) during operational periods in which the Missouri River WWTP is subject to a bacteria limitation, provided that the leachate meets specific volume and ultraviolet light transmittance limitations established by MSD.

Section III. Long Term Operation and Discharge

1. Sewer Extension Line

The Company is currently designing, and plans to construct, at its own cost, a Sewer Extension Line. The proposed Sewer Extension Line will connect the Landfill with the MSD System via connectors; the Sewer Extension Line is more particularly described and depicted on the plans incorporated into MSD Permits P-30040-00, P-30098-00, and P-30099-00, such plans also being attached here as Appendix A (as such plans are modified or supplemented from time to time, with MSD's approval, the "Sewer Extension Line Plans"). As used in this Agreement, the term "Sewer Extension Line" includes any pump stations required for its operations, whether such pump stations are located at the Landfill or elsewhere.

a. Where possible, the Sewer Extension Line will be constructed in the Missouri Department of Transportation ("MODOT") Right of Way along Route 180 (St. Charles Rock Road) ("MODOT Corridor"). MSD will cooperate with the Company in obtaining required permits from MODOT for the Company to construct the Sewer Extension Line in the MODOT Corridor, provided all costs incurred by MSD in connection with obtaining such permits shall be reimbursed to MSD by the Company within 30 days of MSD's presentation of a written invoice for the same. Except as provided in the preceding sentence, Company shall be solely responsible for obtaining all other permits or easements necessary, at Company's sole cost and expense, to construct the Sewer Extension Line. In the event that MODOT, or another entity having authority to do so, directs that the Sewer Extension Line must be relocated from the

MODOT Corridor, or another right of way, to another location within the MODOT Corridor, another right of way, or otherwise, the Company shall be solely responsible for all costs of relocation, whether incurred by MSD or the Company or otherwise. The obligations of the Company in the preceding sentence shall survive the expiration or earlier termination of this Agreement and MSD may require such obligation to be in the Agreement to Dedicate and Use to be executed by Company in connection with the Sewer Extension Line. Should it not be possible to utilize the MODOT utility corridor, the Company shall take all reasonable efforts to acquire easements from private property owners to facilitate development and maintenance of the Sewer Extension Line (the "Line Easements"). The Line Easements shall be in a form acceptable to MSD. Company shall submit the Sewer Extension Line Plans to MSD, along with any required application fees, for MSD's review, approval, and permitting per MSD's normal plan review and permitting process. Construction of the Sewer Extension Line shall be in accordance with MSD's requirements, including execution of a Construction Deposit Agreement and Agreement to Dedicate and Use on MSD's standard forms (subject, however, to modifications to such standard forms required by MSD in MSD's sole discretion to document the Company's relocation obligations with respect to the Sewer Extension Line under this paragraph, including an Agreement to Dedicate and Use substantially in the form attached to this Agreement as Appendix B) required by MSD. After MSD has approved construction of the completed Sewer Extension Line, the Sewer Extension Line shall be dedicated to MSD in accordance with MSD's requirements therefor.

b. Operation of the Sewer Extension Line will require new and modified pump stations. It is anticipated that at least two of those pump stations must be located on property not owned or controlled by the Company. The Company shall take all reasonable efforts to acquire easements from private property owners (the "Pump Station Easements") to facilitate development and maintenance of the pump stations. The Pump Station Easements shall be in a form acceptable to MSD. Additionally, Company shall grant to MSD (or cause its affiliate to grant to MSD) easements for any pump stations located on the Landfill property in a form acceptable to MSD. Construction of all pump stations by the Company shall be in accordance with MSD's requirements, including execution of a Construction Deposit Agreement and Agreement to Dedicate and Use on MSD's standard forms if required by MSD. After MSD has approved the completed all pump stations, the pump stations shall be dedicated to MSD in accordance with MSD's requirements therefor.

c. If the Company cannot acquire the Line Easements or the Pump Station Easements voluntarily before July 1, 2014, the Company shall notify MSD of such failure to do so. At such time, MSD shall, in good faith, determine whether MSD may obtain the Line Easements or Pump Station Easements by use of MSD's condemnation authority. If MSD determines that MSD may obtain the Line Easements or Pump Station Easements by use of MSD's condemnation authority, and MSD is otherwise agreeable to doing so, then MSD and the Company shall negotiate in good faith for a new agreement determining the process for such condemnation actions, such agreement to provide, among other things, that MSD shall control any such condemnation actions but that the Company is ultimately responsible for all costs incurred in filing and pursuing the condemnation actions and obtaining the Line Easements or Pump Station Easements via condemnation (including all attorneys' fees, costs and expenses, all commissioners' and jury awards, all commissioners' fees, and all expert fees). In no event shall any determination by MSD that MSD may use its condemnation authority to condemn the Line Easements or the Pump Station Easements be construed as a guaranty, warranty, or representation by MSD that MSD may actually do so, and MSD shall have no liability to the Company in the event that a court determines that MSD may not use its condemnation authority to condemn the Line Easements or Pump Station Easements.

d. It is the intent of the Parties that, upon completion by the company and approval by MSD, the Sewer Extension Line, including all pump stations and infrastructure, will be dedicated to MSD by the Company and accepted by MSD as part of the MSD System, and MSD will take ownership of such

components in accordance with approved Sewer Extension Line Plans. In order to facilitate MSD's acceptance of the Sewer Extension Line, the Sewer Extension Line shall be constructed in compliance with the specifications set forth in construction permits to be issued by MSD, which, upon issuance, shall be incorporated by reference into this Agreement. The dedication of the Sewer Extension Line to MSD shall be without any cost or charge to MSD.

e. It is the intent of the Parties that the Sewer Extension Line will service the Landfill and necessary facilities associated with the current West Lake Pump Station. Although the Sewer Extension Line will be part of the MSD System, and MSD shall operate and maintain the same, the Company shall remain responsible for the costs of operation and maintenance for the Sewer Extension Line. The amount owed by the Company for operation and maintenance of the Sewer Extension Line by MSD will be invoiced to the Company by MSD on a monthly basis, payment being due within 30 days of such invoice.

f. Provided that there is available capacity in the Sewer Extension Line beyond that required for the Company's current and projected future use, the Company agrees that MSD may permit other users to connect to the Sewer Extension Line (each, a "User"). If MSD permits a User to connect to the Sewer Extension Line, then the costs for operation and maintenance for the Sewer Extension Line paid by Company under this Agreement shall be reduced on a proportional basis based upon the amount of capacity allocated to such User in relation to the total capacity of the Sewer Extension Line.

2. Discharge Options After Completion of Pretreatment Plant and Completion and Acceptance of Sewer Extension Line

The Parties recognize that in order for MSD to maintain compliant operation of the MSD System and its treatment facilities it may be necessary to have several options for accepting the pretreated leachate so that sufficient capacity exists to accept the full volume of leachate on a consistent basis. For that reason, the Parties wish to establish flexibility to allow for consistent and compliant discharge and disposal of leachate after completion of the Pretreatment Plant and the completion and acceptance of the Sewer Extension line, as follows.

a. Discharge by Sewer to the Bissell Point WWTP. Subject to the terms of Ordinance 12559, the Permit, and any variances granted by MSD based upon calculation of permissible loading or other factors, the Company may discharge, and MSD will accept, leachate into the MSD System by discharge of the Company of its leachate (up to 500,000 gallons per day) for treatment at the Bissell Point WWTP.

b. Discharge by Sewer to the Missouri River WWTP. Subject to the terms of Ordinance 12559, the Permit, and any variances granted by MSD based upon calculation of permissible loading or other factors, the Company may discharge, and MSD will accept, leachate into the MSD System by discharge of the Company of its leachate through MSD's existing West Lake Pump Station which pumps to the Missouri River WWTP for treatment at the Missouri River WWTP during the following periods:

- i. From the first day of November of a calendar year through the last day of February of the following calendar year (i.e., the periods when MSD is not required to operate its UV disinfection system at the Missouri River WWTP); and
- ii. During operational periods in which the Missouri River WWTP is subject to a bacteria limitation, provided that the leachate meets specific volume and ultraviolet light transmittance limitations established by MSD.

c. Discharge by Sewer to the Coldwater Creek WWTP. Subject to the terms of this Agreement, it is the intent of the parties to permit connection of the Sewer Extension Line to MSD's Coldwater Creek

and
dfeezor@feezorengineering.com (Dan Feezor)

If the Company cannot contact the MSD personnel listed above for any reason, the Company shall give notice to MSD by providing written notice to MSD at the following address with a follow up call promptly made to: MSD's Division of Environmental Compliance (314-436-8710), during normal business hours, or MSD's dispatcher (314-768-6260), after normal business hours.

The Metropolitan St. Louis Sewer District
Division of Environmental Compliance
10 East Grand Ave.
St. Louis, Missouri 63147-2913

Section IV. General Conditions

1. Other Agreements

Nothing in this Agreement shall prevent the Company and MSD from implementing alternative methods of conveying the leachate to the MSD System, provided that such alternatives are agreeable to both Parties. Nothing in this agreement shall preclude the Parties from reaching any agreement under Ordinance 12559.

2. Payment

a. Discharge Pursuant to Conditional Approval or Interim Permit and Prior to Completion and Approval of Pretreatment Plant. For discharge of leachate in compliance with the Conditional Approval or the Interim Permit and prior to the completion of the Pretreatment Plant by the Company, and approval of the same by MSD, the Company will be charged and invoiced as provided for in Ordinance 13701, presently, \$.08 per gallon discharged to MSD through delivery via trucks to the MSD hauled waste facility at the Bissell Point WWTP, or to other facilities and through other means as permitted by MSD in MSD's sole discretion. Company shall provide volume reports to MSD on a monthly basis documenting the volume discharged. MSD shall provide monthly billing statements to the Company.

b. Discharge Pursuant to Permit and After Completion and Approval of Pretreatment Plant. For discharge of leachate in compliance with the Permit and after the completion of the Pretreatment Plant by Company, and approval of the same by MSD, the Company will be charged and invoiced (i) for discharge of leachate to MSD through delivery via trucks to the MSD hauled waste facility at the Bissell Point WWTP, \$.02 per gallon, or (ii) for discharge of leachate to the MSD System through the Landfill's existing private lateral connection to the West Lake Pump Station which pumps to the Missouri River WWTP or to other facilities and through other means as permitted by MSD in MSD's sole discretion, the charge per gallon currently then in effect under MSD Ordinance No. 13758 (as the same may be amended, modified, or replaced from time to time, "Ordinance 13758"). Company shall provide volume reports to MSD on a monthly basis documenting the volume discharged. MSD shall provide monthly billing statements to the Company.

c. Discharge Pursuant to Permit and After Completion and Approval of Pretreatment Plant and Sewer Extension Line. For discharge of leachate in compliance with the Permit and after the completion of the Pretreatment Plant and Sewer Extension Line by Company, and approval of the same by MSD, the Company will be charged and invoiced MSD's costs for the operation and maintenance of the Sewer Extension Line (such operation and maintenance costs to include components which will vary with flow or use of the Sewer Extension Line and costs which will be incurred regardless of use of the Sewer

Extension Line) plus (i) for discharge of leachate to MSD through delivery via trucks to the MSD hauled waste facility at the Bissell Point WWTP, \$.02 per gallon, or (ii) for discharge of leachate to the MSD System through the Landfill's existing private lateral connection to the West Lake Pump Station which pumps to the Missouri River WWTP or to other facilities and through other means as permitted by MSD in MSD's sole discretion, the charge per gallon currently then in effect under Ordinance 13758. Company shall provide volume reports to MSD on a monthly basis documenting the volume discharged. MSD shall provide monthly billing statements to the Company.

d. Special Charges for Hauled Waste. In addition to any charges provided for above in this Section 2, the Company shall also pay all additional fees and charges assessed by MSD reflecting all amounts incurred by MSD (including, wages, salaries, benefits, and operational costs) in operating the Bissell Point WWTP or any other part of the MSD System receiving leachate from the Company as hauled waste at times other than during normal business hours as defined in Ordinance 13701.

3. Operation of Sewer Extension Line

It is the intent of the Parties that in order to provide MSD maximum flexibility in the compliant management of the leachate, MSD shall have authority to direct the discharge within the existing forcemain discharging leachate to the Missouri River WWTP or Sewer Extension Line to the MSD treatment facility of MSD's selection. MSD shall notify Company of changes in the receiving treatment facility, and Company shall comply with MSD's instructions within a reasonable period of time consistent with Company's obligations under Ordinance 12559, the Interim Permit or the Permit.

4. Amendments

Any amendments or modifications to this Agreement and the matters set forth herein shall be in writing and signed by both Parties.

5. Term

The term of this Agreement is for five years, commencing on July 1, 2014, and ending on June 29, 2019, unless terminated earlier as provided herein, or extended by mutual agreement of the Parties. The Parties agree to negotiate in good faith for any extension of this Agreement.

6. Termination

This Agreement shall terminate at the end of the term set forth in Section IV, subsection 5 above. Additionally, this Agreement shall terminate if MSD (i) elects to terminate the Agreement pursuant to the provisions of Section IV, subsection 7 below, or (ii) revokes the Conditional Approval, the Interim Permit or the Permit. No termination of this Agreement shall relieve the Company from making any payments to MSD which are due or may become due arising out of the terms of this Agreement, the Conditional Approval, the Interim Permit, or the Permit.

7. Default; Remedies

If either Party breaches its obligations under this Agreement, the non-defaulting Party shall give written notice to the defaulting Party of such breach. If such breach remains uncured more than 30 days after the giving of such notice by the non-defaulting Party, then the non-defaulting Party may (i) terminate this Agreement, (ii) bring an action against the defaulting Party seeking the specific performance of this Agreement, or (iii) pursue any other remedy available to such non-defaulting Party at

law, by statute or in equity. The Parties expressly waive any right to seek consequential, indirect or punitive damages from one another.

8. Assignment

This Agreement is binding on the Parties and their successors and assigns. Neither Party may assign this Agreement or delegate any rights or duties hereunder without the consent of the other Party, which consent shall not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer of any Party.

9. Compliance with Laws

The Company shall comply with all Laws applicable to its actions under this Agreement, the Conditional Approval, the Interim Permit and the Permit. As used in this Agreement, "Laws" means (i) all federal, state and local laws, statutes, and ordinances, (ii) rules and regulations implemented pursuant to any law, ordinance or statute, (iii) MSD's ordinances and rules (as such ordinances and rules may be modified, amended, or replaced from time to time), and (iv) all permits, licenses and approvals applicable to the treatment and delivery of leachate to MSD issued by MSD or a third party. MSD shall comply with all Laws applicable to its processing and treatment of the Company's leachate delivered hereunder.

10. Notices

Except for notices to be sent by e-mail pursuant to Section III, subsection 5 of this Agreement and for notices to be sent by e-mail as specified in the Conditional Approval, the Interim Permit, or the Permit, all notices authorized or required to be given herein shall be in writing and delivered by personal delivery, certified or nationally recognized overnight courier service addressed as follows:

If to MSD:

The Metropolitan St. Louis Sewer District
2350 Market Street
St. Louis, MO 63103
Attn: Office of General Counsel

If to Company:

Bridgeton Landfill, LLC
13570 St. Charles Rock Road
Bridgeton, MO 63044
Attn: Brian Power, Environmental Manager

with a copy to:

The Metropolitan St. Louis Sewer District
10 E. Grand Avenue
St. Louis, Missouri 63147
Attn: Division of Environmental Compliance

Either party may designate by notice in writing a new address to which said notices of demands must be sent. Notices hereunder will be effective upon delivery if delivered by courier or overnight delivery service; and three business days after they are deposited with the U.S. Postal Service, postage prepaid if delivered by certified mail. Refusal to accept delivery shall constitute delivery.

11. Indemnification by Company

In addition to any other indemnification provision applicable under Laws, the Conditional Approval, the Interim Permit, or the Permit, Company shall indemnify and hold MSD harmless from and against any and all claims against MSD, including from and against all costs, fines, judgments, reasonable counsel fees, expenses and liabilities incurred in any such claim or in any action or proceeding brought thereon, arising from (a) claims by third parties against MSD regarding Company's discharge of any matter, including leachate, into the MSD System, (b) any negligence or willful misconduct on the part of the Company or its contractors or agents, (c) the breach of any agreement on the part of the Company hereunder, (d) the breach of the Conditional Approval, Interim Permit, or the Permit by the Company, (e) the violation of any applicable Laws by the Company, (f) any damages to persons or property arising in connection with the construction of the Sewer Extension Line, or (g) the defective construction of the Sewer Extension Line. In case any action or proceeding is brought against MSD by reason of any such claim, Company, upon written notice from MSD, covenants to resist and defend at Company's expense such action or proceeding by counsel reasonably satisfactory to MSD. The Company, however, shall not be obligated to indemnify MSD against the willful misconduct or negligence of MSD or any breach of this Agreement by MSD. The provisions of this paragraph shall survive the termination of this Agreement with respect to any claims or liabilities accruing prior to such termination.

12. Insurance of Company

In connection with this Agreement, the Company covenants and agrees to maintain the insurance required below in this subsection 12 (the "Insurance Policies"). All Insurance Policies must be written by insurers licensed to do business in the State of Missouri with a financial strength rating of "A-" or better and a financial size category of Class VI or higher per AM Best Company. MSD shall be named as an additional insured on the Insurance Policies with the exception of claims made against the Company's pollution liability and workers compensation coverage. Within 10 days of the complete execution of this Agreement and upon renewal of the Insurance Policies thereafter, the Company shall provide a certificate or certificates of insurance to MSD showing the required Insurance Policies are in force, naming MSD as an additional insured (where required), and providing that the insurer shall provide MSD with 30 days' notice prior to any cancellation (10 days for non-payment of the premium).

Required Insurance:

- a. Commercial General Liability-Company must carry commercial general liability insurance against damages and injuries to persons and property and as more particularly set forth below, such policy must include primary and non-contributory endorsement as to comply with CG 458 002 0611 Primary and noncontributory other insurance condition. A copy of this endorsement must be provided to MSD prior to MSD's execution of this Agreement. The Commercial General Liability (CGL) policy shall include the following:
 1. Premises – Operations Liability
 2. Blanket Contractual Liability
 3. Completed Operations Liability
 4. Personal Injury Liability
 5. Broad Form Property Damage Liability Endorsement

6. Coverage for explosion, collapse and underground hazards (XCU)

A specific endorsement may be needed if non-standard coverage is provided.

Required Limits of Liability

\$1,000,000 per occurrence
\$1,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 General Aggregate
-and-
\$5,000,000 Excess (Umbrella)

- b. Pollution Liability-pollution liability insurance coverage for losses caused by sudden and non-sudden pollution conditions that arise from the operations of the Company, such insurance shall apply to bodily injury and property damage, including loss of use of the damaged property or property that has not been physically injured, and shall cover cleanup, and defense costs, including all expenses incurred in the investigation, defense, payment or settlement of claims.

Pollution Liability Limits:

\$10,000,000 per claim or per occurrence, coverage limits shall be specific to this Agreement.

- c. Business Automobile Liability-Insurance shall apply to all owned, non-owned and hired vehicles.

\$1,000,000 Liability Coverage each occurrence
-and-
\$5,000,000 Excess (Umbrella)

- d. Workers Compensation Insurance-Company shall provide proof of Workers Compensation Insurance with Statutory Limits, to include Federal Acts and US Longshore & Harbor Workers Act (USL&H) coverage as applicable.

Coverage shall also include Employers Liability with the following limits:

\$500,000 each accident
\$500,000 Coverage Limit
\$500,000 Disease Each Employee

Excess Liability of \$5,000,000 to include Employers Liability.

13. Miscellaneous

- a. The use of the word "including" in this Agreement shall be interpreted as meaning "including without limitation". The singular shall include the plural hereunder and vice versa. The words "hereof", "hereunder", and similar terms shall not be deemed to refer to any specific section or article of this Agreement, but instead to the Agreement as a whole, unless otherwise expressly stated or clearly implied.

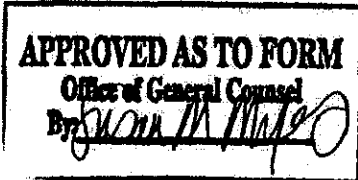
b. Except for the Conditional Approval, the Interim Permit, and the Permit, this Agreement is the sole, exclusive, and entire agreement between the Parties hereto with respect to the matters provided herein, and all prior agreements respecting the same, oral or written, are merged into this Agreement.

c. The law of the State of Missouri, excluding choice of law provisions, shall govern the construction, performance and enforcement of this Agreement. The Parties agree that venue for any lawsuit involving this Agreement shall be the Circuit Court for the City of St. Louis, Missouri, and no party shall object to such venue as an inconvenient forum.

d. Company represents and warrants to MSD that this Agreement is the valid and binding agreement of the Company, that this Agreement has been duly authorized by all organization authority or requirements on the part of the Company, and that the person signing this Agreement on behalf of the Company is authorized to do so.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

THE METROPOLITAN ST. LOUIS SEWER
DISTRICT



By: Brian Hoelscher

Print Name: BRIAN HOELSCHER

Title: EXECUTIVE DIRECTOR

BRIDGETON LANDFILL, LLC

By: _____

Print Name: _____

Title: _____

IN WITNESS HEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

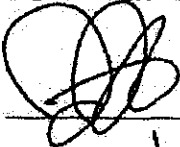
THE METROPOLITAN ST. LOUIS SEWER
DISTRICT

By: _____

Print Name: _____

Title: _____

BRIDGETON LANDFILL, LLC

By:  _____

Print Name: Joseph J. Benco

Title: Authorized Agent

Appendix A
Sewer Extension Line

Appendix B
Agreement to Dedicate and Use

AGREEMENT TO DEDICATE AND USE

This Agreement to Dedicate and Use entered into this ____ day of _____, 20____ by and between Bridgeton Landfill, LLC, Party of the First Part, and The Metropolitan St. Louis Sewer District, a municipal corporation and a political subdivision of the State of Missouri, Party of the Second Part.

WHEREAS, Party of the First Part is desirous of securing sewage disposal for a tract or parcel of land known as [DESCRIBE PROJECT, FOR EXAMPLE, BRIDGETON BISSELL FORCE MAIN PHASE 2 (BOENKER TO US 67) (MSD REF # P-0030098-00)],

WHEREAS, Party of the Second Part is desirous of providing such sewage disposal to Party of the First Part.

NOW, THEREFORE, in consideration of the premises, and of the performance of the covenants hereinafter set out, it is mutually agreed that, upon completion of the sewer or sewers and treatment plants, if any (the "Improvements"), and after final inspection of the Improvements has been completed by Party of the Second Part, Party of the First Part shall execute and file with the Party of the Second Part a Deed of Dedication conveying and transferring to The Metropolitan St. Louis Sewer District all rights, titles and interests in the aforesaid Improvements, together with the appropriate sewer easements for the same, and Party of the Second Part shall accept for public use said Deed of Dedication and said sewer easements, and shall thereafter undertake the operation and maintenance of the aforesaid Improvements.

As a condition of the Party of the Second Part's acceptance of the Improvements, sewer easements, and the Deed of Dedication, it is agreed that the Party of the First Part and its successors and assigns shall covenant and agree to pay for the costs of relocating said Improvements and obtaining new sewer easements in the event that the Missouri Department of Transportation or any other entity having authority to do so directs that the Improvements be relocated from the location where the Improvements are initially constructed. Party of the First Part shall pay (or reimburse Party of the Second Part upon written demand therefor if Party of the Second Part initially pays such relocation costs) for all such relocation costs for the Improvements, including the demolition and removal of the Improvements in their then current location, the acquisition of new sewer easements, and reconstruction and relocation of the Improvements in and to their new location. The requirements of this paragraph shall also be inserted into

the Deed of Dedication to be executed by Party of the First Part and Party of the Second Part as a covenant and agreement on the part of Party of the First Part binding upon Party of the First Part and its successors and assigns and future owners and operators of the Bridgeton Landfill, and Party of the First Part agrees to execute such other covenants and documents reasonably requested by the Party of the Second Part evidencing the obligations of Party of the First Part in this paragraph.

In addition, the Party of the First Part agrees that the Party of the Second Part, or any permittee thereof, may connect and use any such sewer or sewers and appurtenances to the Improvements at any time prior to or after such dedication.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part have hereunto set their hands and seals the day and year first above written.

_____ (Corporate Seal)
Attest _____

THE METROPOLITAN ST. LOUIS SEWER DISTRICT

By _____

Richard Unverferth
Director of Engineering