

THIRD AMENDMENT TO FRANCHISE AGREEMENT FOR RESIDENTIAL, COMMERCIAL AND MULTI-FAMILY REFUSE COLLECTION AND DISPOSAL AND YARD AND WOOD WASTE, RECYCLABLES AND BULKY ITEMS COLLECTION, PROCESSING, MARKETING AND DIVERSION IN CARTS, CANS AND BINS; ABANDONED REFUSE COLLECTION AND DISPOSAL; AND PUBLIC RECEPTACLE REFUSE COLLECTION AND DISPOSAL

This Third Amendment (this "Amendment") is made and entered into as of _____, 2018 by and between each of the City of Hollister, California, the City of San Juan Bautista, California and the County of San Benito, California (collectively, the "RA Members"), on the one hand, and Recology South Valley (f/k/a South Valley Disposal and Recycling, d/b/a Norcal Waste Systems of San Benito County) ("Contractor"), on the other hand.

WHEREAS, each of the RA Members and Contractor is a party to the above-referenced franchise agreement and the previous amendments thereto, dated August 20, 2009 and September 23, 2014 (such agreement as so amended, the "Agreement");

WHEREAS, the parties wish to extend the term of the Agreement (the "Term") from June 30, 2018 to October 31, 2018;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 3.01 of the Agreement is hereby amended to read in its entirety as follows:

"3.01. Term. The Term commences on the Agreement Execution Date and expires on October 31, 2018, unless extended by mutual agreement of each of the RA Members and Contractor."

For the avoidance of doubt, it is acknowledged that, as a result of such Term extension, a rate adjustment will occur effective July 1, 2018, in accordance with Section 13.03 of the Agreement.

2. This Amendment shall take effect only when executed and delivered by all RA Members and Contractor, and only if such execution and delivery occurs on or before May 31, 2018, provided, however, that these conditions may be waived or modified by written agreement of the contract administrators of each RA Member and Contractor.

3. Except as expressly set forth above, all provisions of the Agreement shall remain unchanged and in full force and effect. Each party represents and warrants that the individuals appearing under such party's name on the signature page hereof have been duly authorized to execute and deliver this Amendment on behalf of such party and have duly executed and delivered this Amendment. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument. If any provision of this Amendment is held unenforceable, the invalidity of such provision shall not invalidate the remainder of this Amendment, which shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the respective dates set forth below.

HOLLISTER, California, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Name: _____
Title: _____
Date: _____

SAN JUAN BAUTISTA, California, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Name: _____
Title: _____
Date: _____

RECOLOGY SOUTH VALLEY (f/k/a South Valley Disposal and Recycling, d/b/a Norcal Waste Systems of San Benito County), a California corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____
Title: _____
Date: _____

SAN BENITO COUNTY, California, a political subdivision

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Name: _____
Title: _____
Date: _____