
**AMENDED AND RESTATED
HAWKINS POINT DISPOSAL CONTRACT**

by and between

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

and

MAYOR AND CITY COUNCIL OF BALTIMORE

Dated as of November 4, 2020

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This AMENDED AND RESTATED HAWKINS POINT DISPOSAL CONTRACT is made and entered into as of the 4th day of NOVEMBER , 2020 , and effective as of January 1, 2012 by and between NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY (the "Authority"), a body politic and corporate, constituting a public instrumentality, organized and existing under the laws of the State of Maryland, and the MAYOR AND CITY COUNCIL OF BALTIMORE (the "City"), a body politic and corporate and a political subdivision of the State of Maryland.

RECITALS

A. The City operates a municipal collection system for residential and a limited amount of commercial waste generated within its boundaries as well as the Hawkins Point Landfill (as Defined Below).

B. In 2011, the City entered into a Subdivision User Contract dated as of June 22, 2011 with the Authority (as amended and modified to the date hereof, the "Original City Agreement"), which provides for the disposal of the City's solid waste by the Authority until December 31, 2021.

C. Wheelabrator Baltimore, L.P. ("Wheelabrator") operates a municipal waste combustor facility with a nameplate capacity of 2,250 Tons of waste per day, including steam-generating equipment feeding a turbine generator, air-pollution control equipment and facilities for recovery of ferrous metals from the incinerator residues, located in the City of Baltimore (the "Facility").

D. In order to perform its obligations under the Original City Agreement, the Authority and Wheelabrator entered into a Waste Disposal Agreement dated as of June 22, 2011 (as amended and modified to the date hereof, the "Original Waste Disposal Agreement") with Wheelabrator.

E. In order to provide for the disposal of residue generated by the Facility during the term of the Original City Agreement, the City and the Authority executed a Hawkins Point Disposal Contract, dated as of June 22, 2011, to provide for the disposal of Facility residue at the City-owned Hawkins Point Landfill (as amended and modified to the date hereof, the "Original Residue Disposal Contract" and effective as of January 1, 2012 (the "Original Effective Date")).

F. In 2018, the City enacted the Baltimore Clean Air Act, Council Bill 18-0306, Ordinance 19-232 (the "BCAA"), which imposed air pollution emissions limits and monitoring requirements on Wheelabrator's Facility that were more stringent than those set forth in the Wheelabrator's Title V/Part 70 permit. Wheelabrator filed a Complaint against the City in the U.S. District Court for the District of Maryland styled Wheelabrator Baltimore, L.P., et al. v. Mayor and City Council of Baltimore, Case No. 1:19-cv-01264-GLR (the "Litigation"), in which it alleged, inter alia, that the Baltimore Clean Air Act was preempted by federal and state law. The City denies and disputes Wheelabrator's allegations in the Litigation. The U.S. District Court for the District of Maryland granted partial summary judgment in favor of Wheelabrator on the preemption issue, holding that the BCAA was preempted. The City noted an appeal to the U.S. Court of Appeals for the Fourth Circuit of the preemption ruling, and Wheelabrator cross-appealed on a separate issue. The City and Wheelabrator have entered into a Settlement Agreement and Release (the "Settlement Agreement") and Air Pollution Emissions Control and Monitoring Agreement (the "Emissions Control Agreement"), pursuant to which Wheelabrator has among other things agreed to install certain air pollution control equipment at the Facility (the "APC Retrofit") and to meet certain limits on emissions from the Facility, all at its own expense and without cost to the City or the Authority.

G. Pursuant to the Settlement Agreement, the City and Wheelabrator have agreed that (1) the term of the Original City Agreement, the Original Waste Disposal Agreement and the Original Residue Disposal Agreement would be extended until December 31, 2031, (2) the foregoing agreements would be amended and restated in an Amended and Restated Subdivision User Contract dated as of the date hereof between the City and the Authority (the "City Agreement"), in an Amended and Restated Waste Disposal Agreement dated as of the date hereof between the City and Wheelabrator (the "Waste Disposal Agreement") and this Contract and (3) the obligations of Wheelabrator with respect to the construction and equipping of the APC Retrofit and reduced air emission limits would be set forth in the Emissions Control Agreement.

H. The Authority and Wheelabrator desire to implement the terms of the Settlement Agreement and the Emissions Control Agreement by amending and restating the Original Residue Disposal Agreement so that its term is as long as the term of the City Agreement.

I. The Authority assigned certain of its rights, title and interest in, to and under the Original Residue Disposal Contract to Wheelabrator pursuant to an Assignment of Hawkins Point Disposal Contract dated as of June 22, 2011, and the Authority and Wheelabrator will enter into an assignment and assumption agreement, pursuant to which Wheelabrator will accept assignment of this Contract (such agreement, the "2020 Assignment").

J. The Authority and the City desire to enter into this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Amended and Restated Hawkins Point Disposal Contract and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Contract and not otherwise defined shall have the respective meanings given in the City Agreement.

The following are definitions of certain terms used in this Agreement:

"Acceptable Waste" has the meaning set forth in the Waste Disposal Agreement.

"Affiliate" shall have the meaning specified in the City Agreement between the City and the Authority.

"APC Retrofit" has the meaning given in recital clause.

"2020 Assignment" shall have the meaning specified in recital clause I.

"Authority" means the Northeast Maryland Waste Disposal Authority, a body politic and corporate, constituting a public instrumentality, organized and existing under the laws of the State of Maryland and which term includes, as context requires, Wheelabrator as successor assignee of certain of the Authority's rights, title and interest pursuant to the 2020 Assignment.

"City Agreement" has the meaning given in recital clause G.

"Contract" means this Amended and Restated Hawkins Point Disposal Contract as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Deliverable Waste" means Residues; provided, however, that "Deliverable Waste" shall under no circumstances include Hazardous Waste or waste which the City is entitled to reject pursuant to Section 2.3 (a)(4) hereof.

"Facility" shall have the meaning ascribed thereto in the Waste Disposal Agreement.

"Hawkins Point Landfill" means the landfill known as the "Quarantine Road Landfill."

"Hawkins Point Property" means the property which is located in Baltimore City, Maryland, vicinity Quarantine Road and the Outer Harbor Crossing, and is more particularly described in Exhibit A hereto.

"Hazardous Waste" means (a) any substance that is listed, defined, designated or classified under all applicable laws relating to air, water, land and the generation, storage, use, handling, transportation, treatment, management, disposal and/or remediation of any material, substance, constituent or waste, including (i) the Clean Air Act, as amended, 42 U.S.C. § 7401; (ii) the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; (iii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq.; (iv) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; (vi) Occupational Safety and Health Act of 1970, as amended; (vii) the Emergency Planning and Community Right-to-Know Act, as amended, 42 U.S.C. § 11001 et seq.; (viii) the Clean Water Act, 33 U.S.C. § 1368 et seq., (ix) Executive Order 11738, 3 C.F.R. § 1974 Comp., to the extent enacted, effective and applicable, the mandatory standards and policies of the state energy conservation plan for the State of Maryland, prepared in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6201 et seq., (x) the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law and (xi) any other similar applicable federal, state or local law; (b) hazardous material, substance, constituent or waste, (c) toxic material, substance, constituent or waste, (d) radioactive matters, material, substance, constituent or waste, (e) dangerous material, substance, constituent or waste, (f) pollutant, (g) contaminant, (h) special waste; (i) petroleum, petroleum products, polychlorinated biphenyl, pesticides, asbestos, or asbestos-containing materials, (j) any explosives and ordnance materials, pathological wastes, lead acid batteries, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, (k) any material that a residue landfill cannot accept pursuant to any law of the City, the State of Maryland or any governmental body having jurisdiction over the parties; and (l) any substances which are determined by the U.S. Environmental Protection Agency or any other federal, state, or local agency subsequent to November 3, 1982 to be hazardous, toxic, dangerous, harmful, or otherwise designated as a "waste ban."

"Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event such day falls on a Sunday, Holiday shall include such other day as may be designated by the City.

"Original Effective Date" shall have the meaning specified in the recital clause E.

"Original Residue Disposal Contract" shall have the meaning specified in recital clause E.

"Participating Subdivisions" means Baltimore County, Maryland and the Mayor and City Council of Baltimore.

"Non-Processible Waste" means any waste (other than Residues) of a character determined by the operator of the Facility to be unacceptable for processing at the Facility (whether or not delivered to the Facility), such determination to be made in accordance with the City Agreement and the Waste Disposal Agreement in respect of any waste delivered thereunder, including, without limitation, construction debris, street sweepings, sludge and industrial wastes.

"Residues" means the material remaining after the processing of waste at the Facility, such as fly ash, bottom ash and sifting, but shall not include Hazardous Waste.

"Tipping Fees" means the fees, each as determined in accordance with Exhibit C.

The term "ton" means a "short ton" of two thousand pounds.

"Uncontrollable Circumstances" means any act, event, or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation, covenant or agreement or complying with any condition required of such party under this Contract, to the extent such act, event or condition is not the result of or does not arise from the willful or negligent act, error or omission, failure to exercise reasonable care or diligence, equipment failure or breach of this Contract on the part of the party. Such acts, conditions or events include, but are not limited to, the following (but only to the extent and for such duration as such act, condition or event reasonably affects a party's performance under this Contract):

(a) (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or (ii) a strike, lockout, or similar industrial or labor action;

(b) the failure to obtain, or suspension, termination, interruption or failure of renewal of any governmental approval essential to the operation, ownership or possession of the Facility as provided for herein or required with respect hereto or the performance by a party of its obligations hereunder, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the non-performing party, provided that the contesting in good faith of any such failure to obtain, suspension, termination, interruption or failure of renewal shall not be construed as a willful or negligent action or a lack of reasonable diligence of such non-performing party; and

(c) (i) the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation, of any applicable law or regulation after November 3, 1982, (ii) the order or judgment of any governmental body having jurisdiction issued after such date (unless such order or judgment is issued to enforce compliance with any applicable law or regulation which was in effect as of such date); (iii) to the extent occurring after such date, (A) the denial of an application for, a delay in the review, issuance or renewal of, or the suspension, termination, or interruption of any governmental approval, or (B) the imposition of a term, condition or requirement in a governmental approval which is materially more stringent or burdensome than the terms and conditions set forth in connection with the issuance of such governmental approval; provided that any changes in applicable laws relating to taxes, fees or charges imposed by any governmental

body having jurisdiction shall not be an Uncontrollable Circumstance pursuant to this subparagraph (iii); provided further that, in the cases of subparagraphs (ii) and (iii), only to the extent such order, judgment or occurrence, as applicable, is not the result of willful or negligent action, error or omission or lack of reasonable diligence of whichever party is asserting the occurrence of an Uncontrollable Circumstance under this paragraph (c); provided, however, that the contesting in good faith or the failure in good faith to contest any such order, judgment or occurrence shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; and

(d) the failure of any subcontractor or supplier (except a subcontractor or supplier which is an Affiliate of the party claiming the Uncontrollable Circumstance), selected with reasonable care and good faith to furnish labor, services, materials, or equipment in connection with the operation or maintenance of the Facility by the date agreed to, provided that the non-performing party is not reasonably able timely to obtain substitute labor, services, materials or equipment.

"Waste Disposal Agreement" has the meaning given in recital clause G.

"Wheelabrator" means Wheelabrator Baltimore, L.P. as assignee of the Authority's rights and obligations under the 2020 Assignment.

ARTICLE II

SCOPE OF AGREEMENT

Section 2.1 Acquisition and Development of Hawkins Point Landfill; Delivery and Disposal of Deliverable Waste.

(a) Reserved.

(b) During the Term of this Contract, the Authority may deliver, or cause to be delivered, to the Hawkins Point Landfill, and the City shall accept for disposal at the Hawkins Point Landfill, in each calendar year (prorated for any portion thereof), up to 250,000 tons of Deliverable Waste (the "Basic Capacity") in accordance with the terms of this Contract and except as otherwise provided for herein; provided, however, that the City shall not be required under this Section 2.1(b) to accept in any week more than 5,000 tons of Deliverable Waste. In the event that the Basic Capacity for any year shall exceed the number of tons of Deliverable Waste delivered by the Authority under this Section 2.1(b) during such year, such excess number of tons shall be available for use by the City in any subsequent year at such times and in such amounts as the City may deem advisable, subject to the provisions of Section 2.2 and the other terms and conditions hereof.

No waste delivered to and accepted by the City at the Hawkins Point Landfill shall be (x) deemed to have been delivered by or on behalf of the Authority under this Section 2.1(b) or (z) applied to reduce the amounts of waste required to be accepted under this Section 2.1(b), unless such waste is delivered by or on behalf of the Authority pursuant to this Contract. The parties acknowledge that the Authority may from time to time deliver or cause to be delivered to the Hawkins Point Landfill quantities of solid waste on behalf of other persons (including, without limitation, the Participating Subdivisions) pursuant to independent arrangements between such other persons and the City (or other operator of the Hawkins Point Landfill). In the event that the Authority shall make such deliveries pursuant to such other arrangements, such deliveries shall not be applied to reduce

the amounts required to be accepted by the City hereunder. The parties shall establish promptly after the date hereof mutually agreeable bookkeeping or other appropriate procedures designed to identify the arrangements under which such deliveries are made.

(c) Reserved.

Section 2.2 City Utilization and Maintenance of Landfill Capacity; Uncontrollable Circumstances; Total or Partial Closing of Hawkins Point Landfill.

(a) During the Term of this Contract, the City shall be entitled to accept for disposal at the Hawkins Point Landfill for the account of any person or persons other than the Authority: (i) Residues, (ii) sludge and other Non-Processible Waste, and (iii) Acceptable Waste, in each case in such amounts or at such rates as the City shall deem necessary or desirable, provided that notwithstanding anything herein to the contrary, the City shall not at any time after the date hereof so accept waste (except waste delivered by the Authority hereunder) in such amounts or at such rates as would impair the ability of the City to accept Deliverable Waste at the Hawkins Point Landfill in the amounts required to be accepted hereunder throughout the term of this Contract.

(b) The Authority recognizes that the City may from time to time need additional disposal capacity to dispose of quantities of waste in excess of those now anticipated by the City. Accordingly, subject to the terms and conditions hereof, the City shall be entitled to use all or any portion of the Authority's Basic Capacity for such year to the extent that (i) such use shall be necessary to dispose of waste which cannot reasonably be accepted for disposal at other waste disposal facilities in the City, and (ii) the Authority does not reasonably anticipate that it will need such portion of such Basic Capacity during such year. Upon the request of the City from time to time, the Authority shall advise the City of its estimate of its requirements for such Capacity during such year. The Authority may revise any such estimate by further notice to the City.

(c) The City shall not refuse to accept Deliverable Waste hereunder at the Hawkins Point Landfill except to the extent that it is unable so to accept Deliverable Waste as a result of Uncontrollable Circumstances. The City shall diligently take all reasonable action in good faith to overcome or remove any such Uncontrollable Circumstance. The City shall give the Authority prompt notice of any proposed total or partial closing of the Hawkins Point Landfill or of any other matters which could result in a total or partial closing of the Hawkins Point Landfill upon obtaining knowledge thereof.

Section 2.3 Right to Refuse Waste.

(a) Notwithstanding any other provision hereof, the City may refuse delivery of:

(1) Any Deliverable Waste in excess of the amounts permitted to be delivered by or on behalf of the Authority pursuant to Section 2.1 hereof.

(2) Any Hazardous Waste.

(3) Any Deliverable Waste delivered at hours other than the Receiving Hours or at hours other than those provided in Section 3.2.

(4) Any waste of the type set forth in Exhibit B hereto.

(b) The City shall have the right (but not the obligation) to inspect all vehicles delivering waste to the Hawkins Point Landfill for the account of the Authority, and shall have the right to require that the Authority remove from any such vehicle before it is unloaded all waste which is not Deliverable Waste and to require that the Authority separate Residues, Acceptable Waste and Non-Processible Waste, each one from each of the others. If the City determines that it is impractical to separate Deliverable Waste from other waste in any vehicle or to separate Residues, Acceptable Waste and Non-Processible Waste, each one from each of the others, or the Authority or its employees or designated haulers delivering such waste are unwilling to make such separation, then the City may reject the entire vehicle, and the Authority shall forthwith remove the entire delivery from the Hawkins Point Landfill for disposal elsewhere with all costs of such removal and disposal to be borne by the Authority.

(c) In the event the City wrongfully refuses to accept Deliverable Waste hereunder, the City shall reimburse the Authority for the amount by which the direct costs and expenses incurred by the Authority in hauling away and disposing of such wrongfully refused Deliverable Waste exceeds the amounts that would otherwise have been payable hereunder in respect of such disposal. In the event of a dispute hereunder, the burden of proof of wrongful refusal shall be on the Authority.

(d) The Authority, and its employees or designated haulers, shall use their best efforts to deliver only Deliverable Waste to the Hawkins Point Landfill, and not to bring any vehicle onto the Hawkins Point Landfill which is carrying refuse which may leak, spill or allow waste to be blown or scattered on the Hawkins Point Landfill before unloading, all in accordance with the City's regulations. The Authority shall bear the cost of correcting any damage or cleaning up any spillage caused by its employees or its designated haulers, and shall reimburse the City on demand for all such costs.

(e) Upon acceptance by the City of any waste delivered in accordance with this Contract, the City will receive title thereto.

(f) The Authority shall cause the owner/operator of the Facility to procure and maintain during the term hereof the types and amounts of insurance specified in Section 7.1 of the Waste Disposal Agreement. Deliveries of Residue shall be made in conformance with Exhibit D.

Section 2.4 Tipping Fees; Advance Payment.

(a) The City acknowledges that the operating and maintenance costs incurred by the City in disposing of waste hereunder will vary depending on the nature of such waste and, in particular, that such costs relating to the disposal of Residues will be significantly lower than those relating to other types of waste because of ease of handling and other factors. The City further acknowledges that, because of its relative density, the disposal of Residues will consume less landfill capacity than the disposal of other types of waste, thereby potentially increasing the expected life of the Hawkins Point Landfill. Moreover, the City acknowledges the Authority's undertaking under Section 2.4(c) not to dispose of any Residues generated by the Facility at any other sanitary landfill site, except as otherwise provided therein. The City and the Authority also acknowledge that it is the City's stated policy to preserve landfill disposal capacity under its control by charging fees not less than the disposal fees which the City is required to pay to others for the disposal of the City's waste. In light of the foregoing, the Authority shall, except as provided in Section 2.6, pay to the City the Tipping Fees for each ton of Residues that is accepted for disposal by the City pursuant to this Contract.

The Tipping Fee per ton for Residues to be accepted by the City at the Hawkins Point Landfill hereunder shall be as set forth in Exhibit C hereto. The Tipping Fee per ton for Acceptable Waste or Non-Processible Waste accepted by the City at the Hawkins Point Landfill hereunder shall be established by the City from time to time. The City has no obligation hereunder to accept waste other than Residue.

(b) Reserved.

(c) The Authority agrees that until termination of this Contract shall have occurred, it shall deliver all Residues generated by the Facility to the Hawkins Point Landfill pursuant to this Contract and shall not dispose of any Residues generated by the Facility at any sanitary land-fill site other than the Hawkins Point Landfill or otherwise transfer or dispose of such Residues, except that the Authority shall divert 60,000 tons of the Residue generated by the Facility per year to locations other than the Hawkins Point Landfill (or a pro rata portion thereof for any partial year); provided however that notwithstanding anything to the contrary contained herein, in the event the Authority cannot deliver 60,000 tons of Residue generated by the Facility to another location using reasonable efforts to do so, the Authority may deliver such Residues to the Hawkins Point Landfill. Except for the allowance of the diversion in the instant paragraph, this provision shall not be interpreted to, in any way, affect the rights of the City, the Authority or Wheelabrator may have under this Contract and in particular Subsections 2.3(a) and 2.1(b). Except to the extent that the Authority is prevented from delivering Deliverable Waste by reason of any inability or refusal by the City to accept such Deliverable Waste at the Hawkins Point Landfill, if the Authority makes payments in respect of Tipping Fees hereunder in any calendar year (prorated for portions of years) in an amount less than the product of (a) the prevailing Tipping Fee from time to time for Residues multiplied by (b) 15,000 tons (hereinafter such product is referred to as the "Minimum Payment"), then in addition to all other payments due by the Authority to the City hereunder, within 21 days of the date of invoice (which invoice shall not be given until after the end of the calendar year which is the subject of such invoice), the Authority shall make an additional payment to the City in an amount equal to the difference between the payments made by the Authority in respect of Tipping Fees for Deliverable Waste delivered to the Hawkins Point Landfill by the Authority during such calendar year and the Minimum Payment.

(d) Reserved.

Section 2.5 Weight Records, etc.

The City shall operate and maintain motor truck scales, calibrated to the accuracy required by Maryland law, to weigh all vehicles delivering waste to the Hawkins Point Landfill. Each vehicle delivering waste for the account of the Authority shall have its tare weight and an identification of the Authority permanently indicated and conspicuously displayed on the exterior of the vehicle in a location designated by the City. The City and the Authority may require from time to time the revalidation of the tare weight of any vehicle or the reweighing of unloaded vehicles. Each loaded vehicle shall be weighed, indicating gross weight, tare weight, type of waste, date and time and vehicle identification on a weight record. The Authority shall cause Residues, Acceptable Waste and Non-Processible Waste to be delivered separately so that each loaded vehicle contains only one of Residues, Acceptable Waste and Non-Processible Waste.

If all weighing facilities are incapacitated or are being tested, the City shall estimate the quantity of waste delivered on the basis of truck volumes and estimated data obtained through historical information pertinent to the Hawkins Point Landfill. These estimates shall be the basis for

records during the outage and shall take the place of actual weighing records during the scale outage. If, upon conclusion of testing, the test indicates that the scale did not meet the accuracy requirements of Maryland law, any adjustments of scale records actually recorded since the previous test will be negotiated by the City and the Authority, and payments due from the Authority shall be adjusted consistent with such adjustments of scale records.

The City shall maintain daily records of the total tonnage of Acceptable Waste, Residues and Non-Processible Waste delivered to the Hawkins Point Landfill by all persons and the tonnage of Deliverable Waste accepted by the City hereunder. The City shall furnish to the Authority in respect of each month such information as may be reasonably requested by the Authority from time to time with respect to the matters covered by this Contract. Copies of all weight tickets will be maintained by the City for a period of at least two years.

Section 2.6 Monthly Invoice.

Not earlier than the seventh day of each calendar month, the City shall submit to the Authority an invoice signed by an authorized official of the City certifying to the number of tons of each of Residues, Acceptable Waste and Non-Processible Waste delivered by or on behalf of the Authority hereunder and accepted by the City during the previous calendar month and the applicable Tipping Fee for such tonnage of waste.

The Authority shall pay the City the amount invoiced within 21 days of the date of such invoice. If the Authority has a reasonable doubt concerning the computation of any part of the monthly invoice, it shall have (without penalty or interest) twenty (20) additional days to conduct a verification audit of that portion of the invoice. The City shall make available to the Authority promptly upon its request such records as may be reasonably requested for the purpose of conducting such audit.

Late payment shall carry a service charge of one and one quarter percent (1.25%) for each month or a fraction thereof during the period of delinquency.

Section 2.7 Term, etc.

This Contract shall be effective as of January 1, 2012 and, unless sooner terminated in accordance with the terms hereof, shall continue in effect until December 31, 2031. Nothing in this Section 2.7 shall affect the rights and obligations of the parties under the Original Residue Disposal Contract arising on or after the Original Effective Date, up to, but not including the date of this Contract (the "Effective Date"), which shall be governed by and subject to the terms and conditions of the Original Residue Disposal Contract. As provided in Section 4 of the Settlement Agreement, this Contract shall be effective only if the City Agreement, the Waste Disposal Agreement, and Emissions Control Agreement are duly executed and delivered by the parties thereto.

Section 2.8 Early Termination.

If the City Agreement terminates due to Event of Default by the Authority thereunder the City may terminate this Contract by delivering at least thirty (30) days written notice to the Authority and Wheelabrator.

ARTICLE III

OPERATION AND MAINTENANCE OF HAWKINS POINT LANDFILL

Section 3.1 Permits and Maintenance.

The City shall, at its own expense, provide all maintenance for the Hawkins Point Landfill, bear all costs of operating the Hawkins Point Landfill, and provide, maintain and operate the Hawkins Point Landfill in accordance with applicable law (including obtaining any necessary permits, licenses or approvals for the Hawkins Point Landfill). In the event the City determines to lease, and not to acquire title to, the Hawkins Point Property, the City will perform its obligations under such lease and take all such action as may be necessary to keep such lease in full force and effect throughout the term hereof.

Except for the Tipping Fees and other amounts expressly set forth herein, the Authority shall not be responsible for the payment of any expenses incurred by the City in connection with the performance of its obligations hereunder.

Section 3.2 Receiving Hours.

The City shall keep the Hawkins Point Landfill open for the receiving of Deliverable Waste from 6:00 a.m. until 4:00 p.m., Monday through Saturday, excluding Holidays (the "Receiving Hours"). Upon the agreement of the City, the Authority may deliver Deliverable Waste to the Hawkins Point Landfill at hours other than the Receiving Hours. Upon reasonable notice, and the provision of evidence by the Authority to the City, in form and substance satisfactory to the City, that a natural disaster or other emergency condition has occurred or is existing in connection with the Facility which makes necessary the delivery of Deliverable Waste at the Hawkins Point Landfill at hours other than the Receiving Hours, the City shall accept Deliverable Waste at the Hawkins Point Landfill on a temporary basis at hours other than the Receiving Hours to the extent permitted by applicable law. The Authority shall reimburse the City for any additional out-of-pocket expenses incurred by the City in accepting such waste at such hours.

ARTICLE IV

DEFAULT AND REMEDIES

Section 4.1 Remedies for Default.

The Authority and the City agree that in the event of a breach by the Authority under this Contract the right to recover damages or to be reimbursed will constitute an adequate remedy and that neither party will have a right to terminate this Contract for any breach by the Authority.

The Authority and the City agree that a breach by the City of its obligations under this Contract may cause irreparable harm to the Authority and, without limiting any other rights or remedies which the Authority may have with respect to such breach, the Authority shall be entitled to injunctive relief to specifically enforce the City's undertakings hereunder.

ARTICLE V
MISCELLANEOUS

Section 5.1 Assignment.

This Contract may not be assigned by the City without the prior written consent of the Authority (which consent shall not be unreasonably withheld). This Contract may not be assigned by the Authority without the prior written consent of the City (which consent shall not be unreasonably withheld), except that the Authority or any permitted assignee thereof may, without the consent of the City, assign or otherwise make available its interest and obligations hereunder to (a) the owner/operator of the Facility or any permitted assignee thereof under the Waste Disposal Agreement or (b) a trustee or trustees ("Financing Parties") as collateral for or otherwise in connection with arrangements for the financing or refinancing of the costs in respect of the acquisition, design, construction, equipping and start-up of all or part of the Facility or any capital improvement in connection with the operation or maintenance thereof, including the APC Retrofit; provided however that (1) the Financing Party must execute a direct agreement with the Authority in which the Financing Party agrees that if it takes possession or control of the Facility, this Agreement, the City Agreement, the Emissions Control Agreement, and the Residue Disposal Contract will be assumed and performed by it and any transferee of the Financing Party, (2) such direct agreement shall be in form and substance reasonably acceptable to the City, and (3) the direct agreement must include a recognition of City sovereign immunity similar to Section the first paragraph of Section 5.10 and a recognition that such financing is not a debt or obligation (moral or other) of the City. In the event of an assignment by the Authority under this Section, the City shall be notified thereof in writing and shall accept Deliverable Waste and payments therefor from such person as may be designated by such assignee in such notice or otherwise.

Section 5.2 Notices.

All notices and consents required or permitted by this Contract shall be in writing, shall be either delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, with notice deemed to be given upon receipt, and shall be addressed as follows:

If to the Authority:

Wheelabrator Baltimore, L.P.
c/o Wheelabrator Technologies Inc.
100 Arboretum Drive, Suite 310
Portsmouth, New Hampshire 03801
Attention: General Counsel

with copies to:

Wheelabrator Baltimore, L.P.
1801 Annapolis Road
Baltimore, Maryland 21230
Attention: Plant Manager

and

Northeast Maryland Waste Disposal Authority
100 South Charles Street, Tower II, Suite 402
Baltimore, Maryland 21201
Attention: Executive Director

If to the City: Director of Finance
Baltimore City
City Hall
Baltimore, Maryland 21202

with copies to the Director of Public Works and the City
Solicitor at such address.

Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

Section 5.3 Entire and Complete Agreement.

This Contract constitutes the entire and complete agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations, understandings, arrangements and commitments in respect of the subject matter hereof, all of such, whether oral or written, having been merged herein.

Section 5.4 Binding Effect.

This Contract shall be binding and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder as of the date hereof, with immediate effect; this Contract shall amend, restate as amended and supersede the Original Agreement, but shall not constitute a novation thereof or in any way impair or otherwise affect the rights or obligations of the parties thereunder (including with respect to representations and warranties made thereunder) except as such rights or obligations are amended or modified hereby

Section 5.5 Other Documents.

Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested by the other party in order to give full effect to this Contract.

Section 5.6 Applicable Law.

The law of the State of Maryland shall govern the validity, interpretation, construction and performance of this Contract.

Section 5.7 Waiver.

Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right, remedy, power or privilege resulting from any breach of this Contract shall impair such right, remedy, power or privilege or shall be construed to be a waiver thereof. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by either party and thereafter waived by the other

party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Contract.

Section 5.8 Headings.

Captions and headings in this Contract are for ease of reference only and do not constitute a part of this Contract.

Section 5.9 Counterparts.

This Contract may be executed in more than one counterpart, each of which shall be deemed an original and all of which, when executed and delivered, shall constitute one and the same instrument.

Section 5.10 Waiver of Sovereign Immunity.

The City reserves any rights it may have under applicable law in respect to any right or defense of sovereign immunity (or similar rights and defenses).

The Authority, to the maximum extent permitted by applicable law, hereby irrevocably waives and renounces any and all rights to sovereign immunity (or similar rights and defenses) it may have under applicable law with respect to, and agrees not to raise sovereign immunity (or any similar defense) as a defense to, any claim, suit or proceeding (of whatever nature) based on or arising out of this Contract, or the transactions contemplated hereby, or any breach hereof by the Authority, asserted or brought by or on behalf of the City, its Affiliates or any officer, employee or agent thereof.

Section 5.11 Severability.

In the event that any provision of this Contract shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Contract or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Contract shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

Notwithstanding the foregoing, if the Emissions Control Agreement is, for any reason, determined to be invalid, illegal or unenforceable in any material respect, and the City, Authority, and Company do not reach an agreement to implement and give effect to the intentions of the parties as reflected therein following good faith negotiations, then the City shall have the right to terminate this Agreement upon no less than 10 days' prior written notice to the Authority and the Company.

Section 5.12 Representations and Warranties of the City.

The City hereby makes the following representations and warranties to and for the benefit of the Authority, its successors and assigns:

(a) The City is a political subdivision of the State of Maryland and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of Maryland, with full legal right, power and authority to enter into and perform its obligations under this Contract.

(b) The City has duly authorized the execution and delivery of this Contract and this Contract has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

(c) Neither the execution or delivery by the City of this Contract, nor the performance by the City of its obligations in connection with the transactions contemplated hereby or the fulfillment by the City of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the City, (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default thereunder or (iii) will result in the creation or imposition of any lien, Charge or encumbrance of any nature whatsoever upon any of the properties or assets of the City.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery of this Contract by the City, except such as have been duly obtained or made.

(e) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the City's knowledge, threatened, against the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the City of its obligations hereunder or in connection with the other transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of this Contract or any agreement or instrument entered into by the City in connection with the transactions contemplated hereby.

Section 5.13 Representations and Warranties of the Authority.

The Authority hereby makes the following representations and warranties to and for the benefit of the City:

(a) The Authority is a body politic and corporate and a public instrumentality of the State of Maryland, duly organized and validly existing under the constitution and laws of the State of Maryland, with full legal right, power and authority to enter into and perform its obligations under this Contract.

(b) The Authority has duly authorized the execution and delivery of this Contract and such Contract has been duly executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms.

(c) Neither the execution or delivery by the Authority of this Contract, nor the performance by the Authority of its obligations in connection with the transactions contemplated by such Contract, or the fulfillment by the Authority of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the Authority, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Authority is a party or by which the Authority or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery of this Contract by the Authority, except such as have been duly obtained or made.

(e) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Authority's knowledge, threatened, against the Authority, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Authority of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Authority in connection with the transactions contemplated hereby.

Section 5.14 Limitation of Liability.

The liability of the Authority for any payments under this Contract, including, without limitation, any Tipping Fee payments and damage payments for breach hereof or default hereunder, shall be limited to the monies received by the Authority from limited obligations payable solely from amounts paid by Wheelabrator under the Waste Disposal Agreement ("Company Payments") as and to the extent such Company Payments are received and available to pay such amounts under applicable law. The liability of the Authority for any monetary payments to the City with respect to, or as a result of, this Agreement are not payable from the general funds of the Authority or any amounts received by the Authority in respect of the projects or activities other than its performance hereunder and the incurrence or nonperformance of such obligations or payments will not constitute or create a claim against, any of the assets or property of the Authority or of its income, receipts or revenues, except Company Payments available to pay such amounts under applicable law. The foregoing limitation on the liability of the Authority shall apply only to the Authority and shall not apply to any assignee of the Authority hereunder including Wheelabrator under the 2020 Assignment or prior assignments.

Section 5.15 Acknowledgement and Consent to 2020 Assignment.

This City hereby acknowledges and consents to the assignment by the Authority of this Contract, and all of the Authority's rights, title, interests and obligations arising hereunder, to Wheelabrator pursuant to the 2020 Assignment, subject to the conditions thereunder.

Section 5.16 Records and Inspections.

The Authority shall maintain records and permit inspections in accordance with Exhibit E.

IN WITNESS WHEREOF, Northeast Maryland Waste Disposal Authority has caused this Contract to be executed in its name by its authorized member or officer, and has caused its seal to be attached to this Agreement as of this 4th day of November 2020.

[SEAL]

NORTHEAST MARYLAND WASTE DISPOSAL
AUTHORITY

Witness:

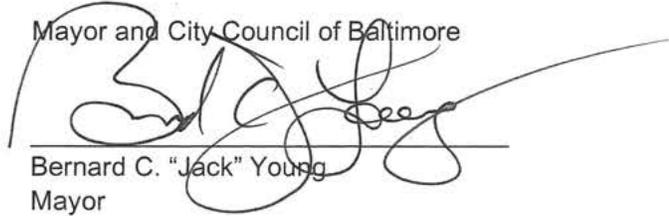
By Kimberly Gordon

By Christopher Skaggs

Christopher Skaggs
Executive Director

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name by its Mayor, and has caused the seal of the City to be attached to this Agreement, as of this 4th day of November 2020.

Mayor and City Council of Baltimore



Bernard C. "Jack" Young
Mayor

Custodian of the City Seal

Approved as to form and
legal sufficiency:

Dana P. Moore

Dana P. Moore
Acting City Solicitor

Approved by the Board of Estimates:

Clerk

Date:

EXHIBIT A

To

HAWKINS POINT DISPOSAL CONTRACT

Description of Hawkins Point Property

Beginning at the point formed by the intersection of the northwest side of Quarantine Road, as now laid out 120 feet wide, and the northeast right of way line of through highway for the Outer Harbor Crossing (Maryland Route No. 695), and running thence binding on the northeast and north right of way line of through highway for the Outer Harbor Crossing (Maryland Route No. 695) the eight following courses and distances; namely, Northwesterly 50 feet, more or less, Westerly 400 feet, more or less, Westerly 50 feet, more or less, Westerly 175 feet, more or less, Westerly by a line curving to the left with a radius of 918.51 feet the distance of 800 feet, more or less, Westerly 465 feet, more or less, Westerly by a line curving to the right with a radius of 1173.24 feet the distance of 370 feet, more or less, and Westerly 505 feet, more or less, to intersect the southeast outline of the Baltimore and Ohio Railroad Company property, there situate; thence binding on the southeast outline of said Baltimore and Ohio Railroad Company property and reversely on part of the fourth line of the parcel of land conveyed by Edward L. Ward and Wife et al to the Davison Chemical Corporation (now known as W.R. Grace and Co.) by deed dated June 30, 1943 and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 6474, Folio 62, to the beginning thereof, there situate, Northeasterly 760 feet, more or less; thence binding on the southwest outline of said Baltimore and Ohio Railroad Company property and reversely on part of the third line of said deed, there situate, Southeasterly 1.8 feet, more or less, to the beginning of the seventh line of the first parcel of land conveyed by the Davison Chemical Company et al to the Davison Chemical Corporation (now known as W.R. Grace and Co.) by deed dated December 31, 1935 and recorded among said Land Records in Liber S.C.L. No. 5595, Folio 115; thence binding on the southeast outline of said Baltimore and Ohio Railroad Company property and on the seventh and eighth lines of the first parcel of land described in last said deed, there situate, the two following courses and distances; namely, Northeasterly 212 feet, more or less, and Northeasterly by a line curving to the right with a radius of 875.40 feet the distance of 512 feet, more or less; thence binding in part on the ninth line of the first parcel of land described in last said deed, in part on the tenth line of the first parcel of land described in last said deed, and in all, on the southeast outline of said Baltimore and Ohio Railroad Company property, Northeasterly 1696 feet, more or less; thence binding on the southeast outline of said Baltimore and Ohio Railroad Company property, and on the eleventh line of the first parcel of land described in last said deed, there situate, Easterly 1296 feet, more or less; thence binding on the line of the southeast outline of said Baltimore and Ohio Railroad Company property it projected easterly, Easterly 284 feet, more or less, to intersect a line drawn parallel with and distant 12.0 feet southerly measured at right angles from the center line of the southernmost track of the Baltimore and Ohio Railroad, Marley Neck Line; thence binding on said line so drawn, Easterly 41 feet, more or less; thence continuing to bind on a line drawn concentric with and distant 12.0 feet southerly measured radially from the center line of said track, Easterly by a line curving to the right with a radius of 931 feet, more or less, the distance of 360 feet, more or less, to intersect the southwest side of Quarantine Road, as now laid out 50 feet wide, and thence binding on the southwest and west sides of last said Quarantine Road and on the north and northwest sides of Quarantine Road mentioned firstly herein the eight following courses and distances; namely,

Southeasterly by a line curving to the left with a radius of 325.00 feet the distance of 223 feet, more or less, Southeasterly 171 feet, more or less, Southeasterly by a line curving to the right with a radius of 475.00 feet the distance of 118 feet, more or less, Southeasterly 132 feet, more or less, Southerly by a line curving to the right with a radius of 175.00 feet the distance of 229 feet, more or less, Westerly 459 feet, more or less, Southwesterly by a line curving to the left with a radius of 505.60 feet the distance of 564 feet, more or less, and Southwesterly 1889 feet, more or less, to the place of beginning.

The location and course of said sanitary landfill being shown on a plat thereof numbered 341-A-12, prepared by the Surveys and Records Division and filed in the Office of the Director of the Department of Public Works on the Twenty-third (23rd) day of April, 1982, a copy of which has been initialed by the City and the Authority and filed in the records of the Authority.

EXHIBIT B
To
HAWKINS POINT DISPOSAL CONTRACT
UNACCEPTABLE WASTE AT HAWKINS POINT LANDFILL

Tree stumps (greater than 12 inches in diameter)

Tree logs and wood (greater than 6 inches in diameter and 6 feet in length)

Steel slabs and beams

Reinforcing bars

Wire and Cable

Light metal (greater than 3 feet in any dimension)

Automobile and vehicular parts

Concrete and stone (greater than 18 inches in size)

Explosives, ammunition, firearms, etc.

Flammables (liquid and dry), incl. empty containers

Liquids of any type

Paint products

Petroleum products (incl. drained oil)

Acids, incl. empty containers

Pesticides and Insecticides, incl. empty containers

Chemicals and Poisons, incl. empty containers

Caustics (liquid and dry), incl. empty containers

Hazardous Wastes

Dead animals

Tires

EXHIBIT C
To
HAWKINS POINT DISPOSAL CONTRACT
TIPPING FEE FOR RESIDUES

The Tipping Fee per ton for Residues shall be as set forth below for the annual period below, except that Residues generated while the Facility's "grizzly separator" metal recovery system is not in operation shall be subject to a rate of \$40.00 per ton, which shall not be subject to escalation:

Calendar Year	Base Rate
2012	\$18.00
2013	\$18.45
2014	\$18.91
2015	\$19.38
2016	\$19.87
2017	\$20.37
2018	\$20.87
2019	\$21.40
2020	\$21.93
2021	\$22.48
2022	\$23.04
2023	\$23.62
2024	\$24.21
2025	\$24.81
2026	\$25.43
2027	\$26.07
2028	\$26.72
2029	\$27.39
2030	\$28.07
2031	\$28.78

EXHIBIT D

To

HAWKINS POINT DISPOSAL CONTRACT

RESIDUE DELIVERY

A. Tarping and untarping of trucks may only be done on the working face of the landfill or in proximity to the active cell but only within the lined footprint of the landfill.

B. If there is any doubt as to where to place the Residues, the driver must ask the landfill manager or his/her designee.

C. The City will identify the location for unloading the Residues, either by having a person on the site, or with a cone or other marker. If the driver does not see a person or marker, he/she must get direction from landfill personnel before discharging the load.

D. If the "grizzly separator" metal recovery system at Facility is not functioning, Company shall notify the City's Representative or his/her designee and Residues generated while the system is not in operation shall be subject to the higher rate set forth without metals extraction in Exhibit C. Company shall make reasonable efforts to separate and recycle the metal. However, metal which cannot be separated and is mixed with the Residues shall be landfilled and not used as daily cover. Drivers shall notify landfill personnel that the load contains above average amounts of metal.

E. In no case shall Residues be directly deposited on top of a plastic liner.

F. The Authority has the right to process any Residues delivered to the landfill in order to recover metals or other materials. The Authority has the right to market the metals extracted from the Residues at its landfill. Nothing in this Agreement shall limit the ability of Wheelabrator to market and extract metals and other materials from the Residue; provided, however, that Wheelabrator shall give the Authority sixty (60) days' prior, written notice of its intent to divert, or actual diversion of, Residues generated at the Facility from the landfill for such purposes.

EXHIBIT E

To

HAWKINS POINT DISPOSAL CONTRACT

AUTHORITY RECORDS

(a) The Authority shall maintain records of all actions, and accurate books of account for all funds received and disbursed, with full documentation to substantiate the transactions under this Agreement. These records shall be retained for a period of at least three (3) years after receipt of the final payment under this Agreement. If the Authority (or Wheelabrator and its parent organization) should cease to exist, custody of these records for the Agreement will immediately be transferred to the City.

(b) At any time during the normal course of business hours and as often as the City or its representative may deem necessary, there shall be made available to the City or its representative for examination, all of the Authority's records with respect to all matters covered by this Agreement and the Authority will permit the City or its representative to audit, examine, copy and make excerpts of transcripts from such records, and to make audits of all contract invoices, materials, payrolls and other data relating to matters covered by this Agreement.