

**TENTH MODIFICATION TO THE TRANSFER AGREEMENT AND
MODIFICATION OF LEASES BY AND BETWEEN THE SOLID WASTE
AUTHORITY OF CENTRAL OHIO AND THE CITY OF COLUMBUS**

THIS TENTH MODIFICATION ("Tenth Modification") TO THE TRANSFER AGREEMENT ("Transfer Agreement"), associated Leases and documents, is made and entered into on the day and dates hereinafter set forth, in multiple copies, each to constitute an original, by and between the SOLID WASTE AUTHORITY OF CENTRAL OHIO, ("SWACO") pursuant to Resolution No. 01-08, and THE CITY OF COLUMBUS, (the "City") pursuant to Ordinance No. _____ for the specific purposes hereinafter set forth.

WITNESSETH:

WHEREAS, SWACO and the City entered into a certain Transfer Agreement and other associated documents, which, among other things, transferred possession of the City's Solid Waste Reduction Facility (the "Facility") and satellite "shredder" stations (the "Transfer Stations") to SWACO as Lessee of the Facility, and imposed certain obligations, including Lease payments upon SWACO; and

WHEREAS, the City and SWACO have entered into other modifications of the Transfer Agreement and associated documents to clarify their respective legal and financial obligations related to such facilities and the disposal of solid waste within and without the district; and

WHEREAS, SWACO collects a \$7.00/ton fee from every user of the landfill in its district, including the City, sometimes referred to by the parties as the Retired Facility Fee, and a \$7.00/ton fee from landfill operators in counties outside of its district authorized to receive waste from within the district, sometimes referred to by the parties as the Waiver Fee, both of which fees together constitute New Revenue, as referred to in Sections 3(D) and 4(D) of the Second Modification, Section 3(E) of the Third Modification, and Section 3(a) of the Fifth Modification to such Agreement and related documents; and

WHEREAS, SWACO deems it necessary and advisable to increase the New Revenue to provide for the continuation of its operations, and proposes to facilitate the payment thereof by the City and to restate the City's obligations with respect to such increased revenue, that the City and SWACO now desire to enter into a Tenth Modification to the Transfer Agreement and Modification of Leases to provide therefor.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties incorporate the foregoing recitals herein and agree as follows:

1. Except as expressly set forth herein, nothing in the Tenth Modification shall be deemed to supersede, alter or replace any term or condition of the City/SWACO Leases, Transfer Agreement, Memorandum of Understanding, or any contemporaneous or subsequent documents, modifications, or amendments thereof. As used herein, "Leases" shall include the Leases of the Solid Waste Reduction Facility, Georgesville Road Transfer Station and Morse Road Transfer Station.
2. Notwithstanding any of the provisions of the Third Modification to the contrary, the parties agree that Section 8 of the Third Modification shall be modified to provide that any increase imposed by SWACO to the New Revenue in excess of \$7.00 ("New Revenue Increase") after the effective date of this modification shall be paid annually by the City to SWACO and shall not be applied by SWACO as a credit to SWACO's amended schedule of Lease payments.
3. Paragraph 2 of the Fifth Modification shall be and the same is hereby deleted in its entirety.
4. Notwithstanding any of the provisions of the Fifth Modification to the contrary, the parties agree that Section 3(a) of the Fifth Modification shall be modified to provide that any increase imposed by SWACO to the New Revenue in excess of \$7.00 ("New Revenue Increase") after the effective date of this modification may be expended by SWACO for any purpose authorized by law.
5. This Tenth Modification shall be executed in two copies both of which shall be deemed to be original and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Solid Waste Authority of Central Ohio and the City of Columbus, by and through their duly authorized representatives, have hereby executed this Tenth Modification to the Transfer Agreement and associated leases and documents on the days set forth below.

SOLID WASTE AUTHORITY OF
CENTRAL OHIO

By _____

Ronald J. Mills
Executive Director

Approved as to form:

Harold J. Anderson
Chief Counsel

Date_____

CITY OF COLUMBUS, OHIO

By_____
Tatyana Arsh
Director of Public Utilities

Approved as to form:

Richard C. Pfeiffer, Jr.
City Attorney

Date:_____