

**FIFTH AMENDMENT TO
SANITARY LANDFILL OPERATION AGREEMENT**

THIS FIFTH AMENDMENT (this "Fifth Amendment") is made and entered into as of the 1st day of February, 2016, by and between **GORDON COUNTY, GEORGIA** (the "County") and **SANTEK ENVIRONMENTAL OF GEORGIA, LLC**, a limited liability corporation organized under the laws of the State of Georgia ("Contractor").

WITNESSETH:

WHEREAS, the parties entered into the Sanitary Landfill Operation Agreement, dated as of February 1, 2006, as amended by a (a) First Amendment dated as of March 1, 2007, (b) Second Amendment dated as of January 20, 2009, (c) Third Amendment dated as of November 17, 2010, and (d) Fourth Amendment dated March 1, 2011 (collectively, the "Agreement"), under which the Contractor agreed to manage the County's Landfill and Convenience Centers (as defined in the Agreement); and

WHEREAS, the parties desire to amend the Agreement, to reflect an understanding of the parties concerning certain equipment leased by the County to Contractor under the Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants and agreements herein set forth, and intending to be legally bound thereto, the parties hereby agree to amend the Agreement as follows:

1. The following sentence is added after the first sentence in Section 3.3(b) of the Agreement:

Thereafter, the County hereby leases to the Contractor all the Equipment set forth on Exhibit A (i) for a period beginning February 1, 2016 to March 31, 2017, for a total rental payment of \$10,000, due in arrears on or before May 1, 2017, and (ii) for a period of five (5) years beginning as of April 1, 2017, with an initial annual rental payment of \$10,000 being due on May 1, 2017, and an additional \$10,000 payment being due on each May 1 thereafter for the next four years (ending on March 31, 2022) for a total rent amount of \$50,000 under this clause (ii); provided, that Contractor may by written notice to the County prior to April 1, 2022, renew the lease term for the Equipment for an additional five (5) year period under the same terms and conditions as the foregoing clause (ii).

2. **EXHIBIT A** of the Agreement (List of equipment) is hereby deleted and replaced by Exhibit A attached to this Fifth Amendment.

3. **EXHIBIT A-1** of the Agreement is hereby deleted and replaced by Exhibit A-1 attached to this Fifth Amendment.

4. Any equipment previously leased by Contractor from the County that remains in the possession of Contractor that is no longer defined as Equipment pursuant to the amendments in this Amendment may be retrieved by the County upon reasonable notice to Contractor. Until the County retrieves such surplus equipment, Contractor shall keep such equipment located on the Landfill, but shall not otherwise be responsible for its maintenance and upkeep, and shall owe no additional rent on such surplus equipment.

5. Defined terms used herein are to have the same meaning as such terms in the Agreement, unless expressly indicated otherwise. Except as expressly amended by the terms of this Fifth Amendment, all of the terms and provisions of the Agreement (including the unaffected provisions of Section 3.3(b)) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Fifth Amendment as of the day herein above written.

GORDON COUNTY, GEORGIA

By: _____
Title: _____

SANTEK ENVIRONMENTAL OF GEORGIA, LLC

By: _____
Joseph T. Watts, President

EXHIBIT A

Gordon County Equipment List

Equipment	Make	Model	VIN	Tag Number
M150	ACGO-ALLIS 5670 FARM TRACTOR	1995	1793	
M152	BANDIT 3680 WOOD GRINDER	2004	1529	
2120	CAT 140G GRADER	1978	72V2726	
3130	CAT IT28 LOADER	1994	3CL00646	
7131	FREHAUL TANKER TRAILER	1981	1H2V04523BC006734	GV34509
7133	MACK TRUCK W/HYDROSEEDER	1989	1M2B197COLM007307	GV34398
7134	FORD LT 9000 TRUCK	1996	1FDZU90TOVVA29059	GV34109
7136	INTERNATIONAL ROLLOFF	2003	1HTGLAATT63H553615	GV162988
3131	BOBCAT 853 LOADER	1995	512828509	
9145	FORD F150 4X4 P/U TRK	2000	1FTRF18W2YNB26248	GV143199
9146	FORD RANGER	1994	1FTDR15X6RT814731	GV34403
9147	FORD SUPER DUTY P/U TRK	1995	1FDLF47G9SEA78705	GV34402

EXHIBIT A-1

[OFF-SITE USE OF EQUIPMENT]

The following Equipment may be utilized by Contractor at such off-site locations and according to such schedules as Contractor may determine in its discretion:

Wood Grinder (M152)

Hydro Seeder (7133)

Tanker Trailer (7131)

Road Tractor (7134)

Roll off Trucks (7136)

Motor Grader (2120)