

AMENDMENT NO. 2
To Franchise Agreement With Garaventa Enterprises

This is Amendment No. 2 ("Second Amendment") to the Franchise Agreement between Contra Costa County ("County"), a political subdivision of the State of California, and Garaventa Enterprises, a California corporation ("Contractor").

R E C I T A L S

A. This Second Amendment amends the existing agreement between the parties, which consists of the Franchise Agreement with Garaventa Enterprises effective May 9, 1995 (the "Original Agreement") and Amendment No. 1 to Franchise Agreement with Garaventa Enterprises dated January 18, 2000 ("Amendment No. 1"), collectively referred to as the "Existing Franchise Agreement."

B. The County and the Ironhouse Sanitary District ("Ironhouse") are parties to a Memorandum of Understanding, which was amended and restated in a Second Amended Memorandum of Understanding effective September 12, 2007 (the Memorandum of Understanding, as amended is referred to herein as the "MOU"). Under the MOU, Ironhouse has administered a franchise agreement with Oakley Disposal Service, Inc. (the "Ironhouse Franchise Agreement") to provide solid waste collection and disposal services in the entire area within the boundaries of the Ironhouse Sanitary District, which includes both the City of Oakley ("City") and a portion of unincorporated Contra Costa County.

C. On February 1, 2010, Ironhouse transferred to the City the Ironhouse Franchise Agreement for the area in the City.

D. Ironhouse now wants to relinquish its right to provide solid waste collection and disposal services in the unincorporated area of Contra Costa County within its borders ("Ironhouse Unincorporated Area"). County and Ironhouse propose to accomplish this by entering into an agreement to terminate their existing Memorandum of Understanding ("MOU Termination Agreement").

E. County and Contractor are willing to begin providing these services in the Ironhouse Unincorporated Area via the Existing Franchise Agreement, as soon as Ironhouse stops providing the services. The purpose of this Second Amendment is to allow County and Contractor to do this by adding the Ironhouse Unincorporated Area to their Existing Franchise Agreement.

F. Initially capitalized terms used in this Second Amendment have the same definitions as those given them in the Existing Franchise Agreement except as otherwise provided in this Second Amendment.

A G R E E M E N T

In consideration of the above and the promises and other provisions in this Second Amendment, the parties agree as follows.

1. Effective Date. The Effective Date of this Second Amendment is _____, 2010, which is the same as the Effective Date of the MOU Termination Agreement between the County and Ironhouse. This Second Amendment will not become effective unless and until the MOU Termination Agreement takes effect. The Effective Date of this Second Amendment will be inserted on or after the date the MOU Termination Agreement between the County and Ironhouse takes effect, however, failure to write in the Effective Date does not invalidate this Second Amendment.

2. Addition of Ironhouse Unincorporated Area to Franchise Area. County and Contractor agree that the Ironhouse Unincorporated Area will become part of the Franchise Area, as described in Section 46.c of the Original Agreement and to Exhibit A to the Original Agreement, on the Effective Date of this Second Amendment. The Ironhouse Unincorporated Area to be added to the Existing Franchise Agreement is more specifically described on the map attached as Exhibit I to this Second Amendment.

3. Termination of Amendment No. 1. On the Effective Date of this Second Amendment, Amendment No. 1 to Franchise Agreement with Garaventa Enterprises dated January 18, 2000, between County and Contractor will automatically terminate, and will no longer be of any further force or effect.

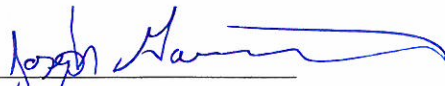
4. Service By Oakley Disposal Service, Inc. Under the Ironhouse Franchise Agreement that was transferred to City, Oakley Disposal Service, Inc., an affiliate of Contractor, has agreed to continue to provide collection services to Ironhouse for Ironhouse's own refuse and debris at no cost to Ironhouse, including refuse and debris generated by Ironhouse at its Jersey Island facilities and possibly other facilities in the Ironhouse Unincorporated Area. The parties agree that the provision of this service by Oakley Disposal Service or other affiliate of Contractor to Ironhouse in the Ironhouse Unincorporated Area does not violate the franchise granted Contractor by the Existing Franchise Agreement. The collection services provided to Ironhouse will not be treated as a reasonable cost incurred by Contractor pursuant to the Existing Franchise Agreement and therefore associated expenses may not be included in Contractor's rate applications to County under the Existing Franchise Agreement. The provision of this service to the Ironhouse Sanitary District does not relieve Contractor of its responsibility to pay all franchise fees for the Ironhouse Unincorporated Area to the County, pursuant to the terms of the Existing Franchise Agreement.

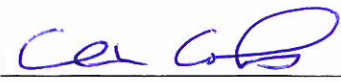
5. Entire Agreement. The Existing Franchise Agreement as amended by this Second Amendment shall be construed together as one and the same agreement and is the entire agreement between the parties.

In witness whereof, the parties have entered into this Second Amendment as of the Effective Date specified above.

Contractor

Garaventa Enterprises,
a California corporation,

By: 
Its CEO
Officer

By: 
Its CFO
Officer

County

County of Contra Costa

By: _____
Chair, Board of Supervisors

Attest:

EXHIBIT I

