

AMENDMENT NO. 1 TO PROFILED WASTE DISPOSAL AGREEMENT

Amendment No. 1 to Profiled Waste Disposal Agreement, dated as of March 25, 2020 (the "**Amendment**"), between Covanta Environmental Solutions, LLC, a Delaware limited liability company, having its principal place of business at 445 South Street, Morristown, NJ 07960 ("**Covanta**"), and Waste Management of Washington, Inc. a Delaware corporation ("**WMW**", and together with Covanta, the "**Parties**", and each, a "**Party**").

WHEREAS, the Parties have entered into a Profiled Waste Disposal Agreement, dated as of October 24, 2019 (the "**Existing Agreement**");

WHEREAS, the United States of America is in the midst of a pandemic promulgated by the spread of the novel coronavirus commonly known as COVID-19 ("COVID-19");

WHEREAS, Covanta has elected to receive for disposal regulated medical waste comprised of material that has been used in the treatment of the novel coronavirus COVID-19 ("COVID-19") or has otherwise been exposed to COVID-19;

WHEREAS, the Parties wish to establish certain terms and conditions related to the receipt and disposal of regulated medical waste used in the treatment of COVID-19; and

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - (a) The Existing Agreement shall be amended by adding the addendum attached hereto as Exhibit 1 (the "Addendum") thereto.

3. Date of Effectiveness; Limited Effect. This Amendment will become effective as of the date first written above (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment [as of/on] the date first written above.

COVANTA ENVIRONMENTAL
SOLUTIONS, LLC

By _____

Name:

Title:

WASTE MANAGEMENT OF
WASHINGTON, INC.

By *Adam Winston*

Name: Adam Winston

Title: Director

Exhibit 1

COVID-19 RMW Addendum

1. **Definitions.** For the purposes of this COVID-19 RMW Addendum (the, “Addendum”) the following definitions shall apply:
 - a) “**COVID-19**” means the novel coronavirus commonly known as COVID-19.
 - b) “**COVID-19 RMW**” means Acceptable Waste that was used in the treatment of COVID-19, or otherwise exposed to COVID-19. For the avoidance of doubt COVID-19 RMW shall meet any and all requirements of Acceptable Waste set forth in the Agreement, including any Facility Schedules. Under no circumstances shall COVID-19 RMW include any Unacceptable Waste.
 - c) “**COVID-19 RMW Acceptance Criteria**” means the additional requirements set forth below in Section 2.
 - d) “**Effective Date**” means March 25, 2020
2. **SOP.** Covanta shall receive COVID-19 RMW at the Covanta Marion Facility only. Covanta may agree to receive COVID-19 RMW at other Facilities in its sole discretion. Customer shall follow all procedures and practices as set forth in the Agreement related to Acceptable Waste. In addition to the requirements of the Agreement, including any Facility Schedules and any Approval Supplemental Requirements and Conditions set forth therein, the following COVID-19 RMW Acceptance Criteria shall apply:
 - a) All requests to dispose of COVID-19 RMW must be received and approved by the Facility prior to shipment.
 - b) All waste shipments will adhere to packaging requirements for regulated medical waste (*49 CFR 173.197*), and as follows:
 - i. All sharps shall be placed into a red puncture resistant and leak-proof container.
 - ii. All non-sharps waste shall be placed into a red biohazard liner that is at least 3mm thickness. Red bag waste will be tied off with a single knot, zip-tie, or tape to prevent the release of its contents.
 - iii. Sharps containers and non-sharps red bag waste shall be placed into a lined fiberboard container meeting the applicable fiberboard standards (*49 CFR 178.516*) at the packaging group II specifications for regulated medical waste (*49 CFR 178.600-609 and 49 CFR 178.516*).
 - iv. Where liquids may exist, a sufficient amount of absorbent is required to be placed into the outer liner in order to fully absorb all potential free flowing liquid. Any box found to be leaking will be rejected.
 - v. Boxes must be pre-approved by Covanta to ensure there are no processing challenges.
 - vi. Reusable containers are not acceptable and will be rejected if they contain COVID-19 RMW.
 - vii. Packaging labelling shall include proper shipping name, biohazard symbol, generator identification, phone number, and the phrase “*COVID-19 Contaminated Regulated Medical Waste*” in a sufficient

size and font to be easily recognizable by the operator offloading and processing the waste. Bright colored label is preferred.

- c) COVID-19 RMW must be segregated and may not be mixed with any other waste type. Dedicated pallet(s) shall be used to transport this waste.
 - d) Load height (including pallet) will not exceed 72 inches.
 - e) Boxes shall be double shrink-wrapped and secured in a manner to prevent any accidental spill during transit and offloading.
 - f) Operators shall be notified by scheduler and/or management of any RMW loads that contain COVID-19 RMW.
 - g) COVID-19 RMW shall be loaded last onto the trailer so as to be the first waste offloaded and processed upon receipt.
3. **Profiling.** Any COVID-19 RMW that does not conform to any and all requirements of the Agreement (including any Facility Schedules) and this Addendum shall be considered Unacceptable Waste and shall be immediately rejected. Customer shall be required to provide a new MCF to Covanta for any COVID-19 RMW, and in the event that Covanta elects to accept such material, Covanta shall issue a new approval number for such material.
4. **Interruptible Service.** Notwithstanding anything contained in the Agreement, including any Facility Schedules, or this Addendum to the contrary, Covanta reserves the right to interrupt deliveries or any individual delivery of COVID-19 RMW at any time and for any reason in its sole discretion.
5. **Price.** Due to increases in both the costs and risks associated with accepting COVID-19 RMW for disposal, the initial price for COVID-19 RMW shall be as follows:
- a. Covanta Marion disposal price: \$1,095 per ton
- Covanta reserves the right to adjust the price for COVID-19 RMW at any time in its sole discretion by first providing ten (10) days' written notice in advance of such change.
6. **Term.** This Addendum shall be in effect for thirty (30) days. Thereafter, Covanta may renew this Addendum in its sole discretion on a month-to-month basis. Covanta shall inform Customer of its intent to renew this Addendum no later than five (5) days prior to the expiration of the period then in effect.