

**FIRST AMENDMENT TO CONVENIENCE CENTER CONSTRUCTION
AND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO CONVENIENCE CENTER CONSTRUCTION AND LEASE AGREEMENT ("Amendment") is made and entered into effective November 15, 2012, by and between **BFI WASTE SYSTEMS OF TENNESSEE, LLC**, a Delaware limited liability company, as successor in interest to **JEFFERSON PIKE LANDFILL, INC.**, a Tennessee corporation ("Landlord"), and **RUTHERFORD COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Convenience Center Construction and Lease Agreement dated November, 2002 (the "Lease") whereby Landlord leases to Tenant certain real property consisting of buildings and improvements located at the intersection of Jefferson Pike and Landfill Road with an address of 850 E. Jefferson Pike, Murfreesboro, Tennessee 37130 (the "Premises") for the term beginning November 15, 2002 and ending November 14, 2012; and

WHEREAS, Landlord and Tenant desire to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. The term of the Lease is hereby extended until 11:59 P.M. on November 14, 2022, on the same terms and conditions set forth in the Lease. Tenant shall have no further right to extend the term of the Lease.
2. Landlord and Tenant represent and warrant to each other that (a) the Lease is in full force and effect, and is the legal, valid and binding obligation of each party, enforceable in accordance with its terms; and (b) there are no defaults under the Lease, nor claims against either party, nor any state of facts which, with the giving of notice or the passage of time, might constitute a default by Tenant or Landlord under the Lease.
3. Except as otherwise set forth herein, the Lease shall remain unchanged and in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall be one Amendment. A signature received by electronic mail in "portable document format" (".pdf") or facsimile shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written above.

Signed, sealed and delivered in the presence of: “Tenant”

Rutherford County, Tennessee

By: _____
Name: _____
Title: _____

Signed, sealed and delivered in the presence of: “Landlord”

BFI Waste Systems of Tennessee, LLC

By: _____
Name: _____
Title: _____