

**AMENDMENT #2 TO SITE LEASE AGREEMENT  
BETWEEN CHARLOTTE COUNTY, FL  
and  
CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC  
For BIOSOLIDS MANAGEMENT AND RECYCLING  
(Zemel Road Landfill)**

This Amendment #2 ("Amendment") to Site Lease Agreement is made by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 ("LESSOR"), and CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC, 435 Williams Court, Suite 100, Baltimore, MD 21220 ("LESSEE").

**RECITALS**

**WHEREAS**, LESSOR and LESSEE are parties (the "Parties") to that certain Site Lease Agreement dated as of January 19, 2012 (the "Lease") and Contract No. 2011000278 dated as of January 19, 2012, for Biosolids Management and Recycling (as amended, the "Agreement") at LESSOR's Zemel Road Landfill located at 29751 Zemel Rd, Punta Gorda, FL 33955; and

**WHEREAS**, the Lease provides that LESSEE shall have a first right to lease the Additional Premises which consists of approximately ten (10) acres adjacent to the "LEASED PREMISES" identified in the "Site Lease Agreement" (enclosed herein as "ATTACHMENT A"); and

**WHEREAS**, LESSEE desires to lease approximately six (6) acres of the Additional Premises from LESSOR; and

**WHEREAS**, LESSOR desires to lease approximately six (6) acres of the Additional Premises to LESSEE; and

**WHEREAS**, the Parties desire to amend the terms and conditions of the Lease to include the additional six acres of the Additional Premises.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the LESSOR and LESSEE hereby amend the Lease as follows:

1. Pursuant to Section 1.B. "Additional Premises," LESSOR agrees to lease approximately six (6) acres adjacent to the Leased Premises ("West Parcel 1"), identified in ATTACHMENT A, to LESSEE.

2. The County and LESSEE agree that this Amendment constitutes a partial exercise of the option right described in Section 1.B of ATTACHMENT A to lease up to ten (10) acres of Additional Premises. By this Amendment, LESSEE is leasing six (6) acres of the Additional Premises. LESSEE shall continue to have a first right to lease the remaining approximately four (4) acres of the Additional Premises pursuant to the terms of the original Lease.

3. RENT: Effective as of the date this Amendment is fully executed by both Parties, the annual rental amount set forth in Section 3 of the Lease shall be increased by One Hundred Twenty-Nine Thousand Six Hundred and 00/100 Dollars (\$129,600.00), which amount shall constitute additional rent attributable solely to the six (6) acres of Additional Premises leased pursuant to this Amendment. This rental increase is separate from and in addition to the rental obligations previously established under the Lease for the original eight (8) acres of ATTACHMENT A, which remain unchanged in amount and effect except as expressly modified herein.

Specifically, effective January 1, 2026 the rent for the original eight (8) acres increased to Forty-Eight Thousand and 00/100 Dollars (\$48,000.00) per year, in accordance with the Lease. The rental amount for the additional six (6) acres shall remain One Hundred Twenty-Nine Thousand Six Hundred and 00/100 Dollars (\$129,600.00) per year, commencing upon approval of this Amendment by the Board of County Commissioners and continuing through the remainder of the Lease term, subject to any future amendments.

For the remainder of calendar year 2026, annual rent shall be prorated for the additional six (6) acres based on the number of whole months remaining following approval by the Board of County Commissioners, at a monthly rate of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) per acre, totaling Ten Thousand Eight Hundred and 00/100 Dollars (\$10,800.00) per month. This amount shall be added to the base rent of Forty-Eight Thousand and 00/100 Dollars (\$48,000.00) per year applicable to the original eight (8) acres.

Commencing January 1, 2027, the total aggregate annual rent due under the Lease, as amended by this Amendment, shall be One Hundred Seventy-Seven Thousand Six Hundred and 00/100 Dollars (\$177,600.00), representing the sum of Forty-Eight Thousand and 00/100 Dollars (\$48,000.00) for the original eight (8) acres and One Hundred Twenty-Nine Thousand Six Hundred and 00/100 Dollars (\$129,600.00) for the additional six (6) acres.

4. USE OF LAND and ACCESS: The second sentence of Section 4 of the Lease is hereby deleted and replaced with the following:

The LESSEE will use the leased property to permit, design, construct, own and operate: the BRC, any expansion of the BRC, advanced biosolids technologies such as carbon sequestration by deep well injection, and any other biosolids or organics management process allowed under applicable laws and regulations.

5. REMAINDER: All other terms, conditions, and responsibilities of the Parties relating to the Lease, as amended, shall remain in full force and effect for the Term, unless otherwise modified by subsequent amendments to the Lease.

6. EFFECTIVE DATE: The effective date of this Amendment is the date upon which this Amendment is executed by both Parties.

7. CONTRACT TERM ALIGNMENT: For avoidance of doubt, the Parties acknowledge and agree that the Commercial Operations Date under the original Agreement was January 17, 2014; and that pursuant to Section 7.1 of the Agreement, Contract Year 1 commenced on January 1, 2015, and the initial twenty (20) Contract Year term shall therefore end on December 31, 2034; and finally that if both optional five (5) year extensions referenced in Section 7.1 are exercised by mutual agreement of the Parties, the final possible end date of the Lease and the Agreement would be December 31, 2044.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have caused the execution of this Amendment as of the date and year written below.

WITNESS #1

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC

By: [Signature]  
Lee Vernon, Regional Vice President

Print Name: LEE VERNON

Title: REGIONAL VICE PRESIDENT, SICKLEBUSH

Date: 2/11/26

WITNESS #2

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: \_\_\_\_\_  
Joseph M. Tiseo, Chairman

Date: \_\_\_\_\_

ATTEST:  
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]  
Thomas M. David, County Attorney  
LR24-1132 [Signature]

Exhibit List:  
ATTACHMENT A - Site Lease Agreement

FINAL VERSION

**SITE LEASE AGREEMENT**

This Site Lease Agreement ("Lease") is made this 19<sup>th</sup> day of January, 2012, by and between Charlotte County, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Suite #2, Port Charlotte, Florida 33948 ("LESSOR") and Charlotte County Bio-Recycling Center, LLC, a Florida limited liability company, whose address is 1800 Bering Drive, Suite 1000, Houston, Texas 77057 ("LESSEE") (collectively "parties").

**WITNESSETH**

The parties agree as follows:

1. **LAND:** A. **Leased Premises.** In consideration of Rent and for other good and valuable consideration, the LESSOR hereby leases to the LESSEE the real property in Charlotte County, Florida, described as approximately 8 acres at the Zemel Road Landfill tract, plus an additional section of the Additional Premises described in Section 1(B), which will be utilized by LESSEE as a facility used to recycle County Biosolids, Outside Biosolids, and Yard and Green Waste (and Organics, if permitted) into compost as described in Contract No. 2011000278, the "Agreement Between Charlotte County and the Charlotte County Bio-Recycling Center, LLC for Biosolids Management and Recycling" (the "Recycling Agreement", attached hereto as Exhibit 4). The 8 acre leased property location is as shown on Exhibit "1" to this Lease and shall be referenced as the "Leased Premises." The property owned by LESSOR surrounding the Leased Premises, and also shown on Exhibit 1, shall be referenced as the "Landfill Site."

B. **Additional Premises.** In consideration of \$10.00 and other good and valuable consideration as set forth hereunder, LESSEE shall have a first right to lease the Additional Premises which consists of approximately 10 acres adjacent to the Leased Premises. LESSOR shall not lease or offer for lease such Additional Premises to any entity other than LESSEE without first offering such to LESSEE and providing a reasonable time for negotiation of reasonable rent, terms and conditions for lease. If LESSEE and LESSOR agree on conditions of lease of the Additional Premises they shall execute an amendment to this Lease to reflect such agreement.

2. **TERM:** This Lease shall be effective as of the date on which it has been signed by both the Parties (the "Effective Date") and shall remain in effect until terminated in accordance with Article 13 (the "Term"), plus, upon mutual agreement of the Parties, up to a maximum of six (6) months from the date of termination to allow LESSEE time to remove Rolling Stock and other personal property and equipment from the Leased Premises, or to perform any other obligations set forth for LESSEE in this Lease or in the Recycling Agreement upon termination of this Lease. Upon the County's receipt of notice from LESSEE of its completion of property removal and the completion of other obligations, or the expiration of six (6) months after the termination of the Lease by reason of expiration of its stated term or for any other reason set forth in the Lease, whichever is sooner, this Lease shall immediately, and without notice or any other action, automatically terminate and be of no further force or effect.

3. **RENT:** LESSEE shall pay to the LESSOR at its principal place of business,

rent as follows: a) for the period after the Effective Date but prior to the Commercial Operations Date, the amount of \$1 per year; b) for the period after the Commercial Operations Date but before Contract Years 1-10 of the Recycling Agreement, the pro rata share of Thirty-Six Thousand Dollars (\$36,000.00) per year which pertains to the partial year period between the Commercial Operations Date and January 1 of the following year, payable on or before 30 days after the Commercial Operations Date is established in accordance with the Recycling Agreement; c) for the period identified as Contract Years 1-10 of the Recycling Agreement, the total sum of Thirty-Six Thousand Dollars (\$36,000.00) per year; d) for the period identified as Contract Years 11-20 of the Recycling Agreement, the total sum of Forty-Eight Thousand Dollars (\$48,000.00) per year, with the amount set forth in (c) and (d) payable on or before January 30 of the relevant Contract Year.

4. **USE OF LAND and ACCESS:** LESSOR shall provide access to LESSEE, its invitees and agents, to the Leased Premises, by way of a right of way over the existing roadway network at the Landfill Site and during all such hours that the Landfill is open and all hours that LESSEE is obligated to operate the Bio-Recycling Center (the "BRC") pursuant to the Recycling Agreement. The LESSEE will use the leased property to permit, design, construct, own and operate the BRC as set forth in the Recycling Agreement. During the Term, LESSEE may, at its cost, construct additional access points to the BRC than exist in the County's Landfill road network on the Effective Date.

5. **CONSTRUCTION PROVISION:** LESSEE shall be permitted to install and maintain on the Leased Premises (at LESSEE's sole cost and expense) any and all necessary buildings, fixtures, and equipment (collectively "Improvements") as are necessary for LESSEE to fulfill its obligations under the Recycling Agreement. In addition, LESSOR grants to LESSEE a license over LESSOR's property for the Term for LESSEE to construct, operate, and/or maintain, in accordance with the Recycling Agreement and in full compliance with all applicable laws, regulations, permitting requirements, and standards, all utility and connection lines required for operation of the BRC.

6. **OWNERSHIP OF BUILDING AND STRUCTURES:** It is understood by and between the parties that the building and structures, but not the Rolling Stock or other personal property owned by LESSEE, may become the property of LESSOR at the end of the Term, subject to the provisions in the Recycling Agreement.

7. **ALTERATIONS AND IMPROVEMENTS:** Subject to LESSOR's prior written consent, which consent shall not be unreasonably withheld, LESSEE may, at its option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, and additions in and to the Leased Premises, and the Improvements located thereon, as are required and as LESSEE may deem desirable for the purposes contemplated by the Recycling Agreement. LESSEE will not permit the Leased Premises to become subject to any lien on account of labor or material furnished to LESSEE or its agents in connection with work of any character performed or claimed to have been performed on the Leased Premises by or at the direction of LESSEE, provided, however, that LESSEE shall have the right and the obligation to contest in good faith and with reasonable diligence the validity of such lien or claimed lien should one have been filed improperly in LESSEE's judgment. Any alterations or Improvements shall be made only after proper permits (such as, but not limited to: building permits, air permits, fire permit, solid waste permits) have been obtained by LESSEE, at LESSEE's expense.

8. **WARRANTY TO SUBTITLE AND QUIET POSSESSION:** LESSEE covenants that LESSOR is seized of the demised land in fee simple and has full right to make this Lease and that the LESSEE shall have quiet peaceful possession of the demised land during the Term.

9. **UTILITIES:** Subject to the terms and conditions set forth in the Recycling Agreement, LESSEE shall fully and promptly pay for all utility services of every kind furnished to the Leased Premises for which LESSEE is responsible to pay throughout the Term and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted thereon.

10. **TAXES:** LESSOR shall pay for any local, state or federal real estate or ad valorem taxes including County or other real property taxes incurred by LESSOR on the Leased Premises. LESSEE shall pay for any local, state or federal sales or income taxes but not for any local, state or federal real estate or ad valorem taxes, including County or other real property taxes on the Leased Premises, or personal property taxes on the BRC, incurred by LESSEE as a result of the use of the property by the LESSEE in accordance with the provisions of the lease and the Recycling Agreement.

11. **WASTE AND NUISANCE PROHIBITED:** LESSEE shall not commit waste on the Leased Premises, nor maintain, commit, or permit the maintenance of a nuisance condition beyond the borders of the Landfill Site, nor shall use the Leased Premises for unlawful purposes. Subject to the foregoing, LESSEE shall conform to all applicable laws and ordinances including any rules and regulations now existing or hereinafter adopted by the LESSOR respecting the use or occupancy of the Leased Premises.

12. **CONSTRUCTION LIEN LAW (Florida Statute Chapter 713):** When completed, the improvements on the Leased Premises shall be free from all construction liens. In this regard, LESSEE shall also comply with all the applicable laws, statutes, rules and regulations pertaining to the construction of buildings on public property and shall approve and sign all appropriate permits needed for the construction of the improvements from the appropriate governmental agency or

agencies.

13. **TERMINATION:** This Lease shall terminate only as set forth in, and in strict accordance with the provisions set forth for termination and remedies set forth in, the Recycling Agreement, including, without limitation, those terms and conditions, rights and obligations pertaining to Lender. All notice and cure provisions pertaining to Lender as set forth in the Recycling Agreement are hereby incorporated into this Lease.

14. **INSURANCE:**

As provided for in the Recycling Agreement.

15. **ENVIRONMENTAL ISSUES:**

(a) LESSOR represents and warrants to LESSEE that (i) at all times, the Leased Premises have been operated in compliance with all applicable laws; (ii) no Hazardous Substances are present at, in, on, under, or emanating from, the Leased Premises in a quantity or at a concentration that would give rise to a liability or obligation under any applicable law; and (iii) LESSOR shall be solely responsible for investigating and remediating any release of Hazardous Substances at the Leased Premises or landfill which occurred prior to the date of this Lease and any future release of Hazardous Substances at the Leased Premises or landfill which is not caused by LESSEE or its agents. LESSOR shall indemnify, defend and hold harmless LESSEE from and against any and all damages, claims and liabilities arising out of the breach of the representations and warranties set forth in this section by LESSOR.

(b) LESSEE agrees that, during the Term of this Lease, it shall not use, generate, release, store or dispose of any Hazardous Substances at the Leased Premises except for the use and storage of gasoline, diesel fuel, motor oil and anti-freeze related to the operation and maintenance of the Rolling Stock. LESSEE further agrees to comply with all applicable laws, including environmental protection laws, relating to its use or operation of its Rolling Stock and other Improvements. In so doing, LESSEE shall promptly remediate any release of Hazardous Substances it causes at the Leased Premises consistent with the use of the Leased Premises as a landfill. LESSEE shall indemnify, defend and hold harmless LESSOR from and against any and all damages, claims and liabilities arising out of the breach of the representations and warranties set forth in this section by LESSEE.

(c) "Hazardous Substances" shall mean (i) any hazardous substance as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended, (ii) any hazardous waste or hazardous substance as those terms are now or hereafter defined under Applicable Law, (iii) petroleum products, including, without limitation, crude oil, gasoline, or any fraction thereof, (iv) "toxic chemicals," "hazardous chemicals," or "extremely hazardous substances," under either the Emergency Planning and Community Right to Know Act of 1986 or OSHA, and (v) any "pollutant" within the meaning of the Federal Clean Water Act and the regulations promulgated thereunder.

16. **DAMAGE TO PREMISES:** Subject to the provisions of the Recycling Agreement pertaining to Total Constructive Loss of the BRC, if the Leased Premises,

or any part thereof, shall be partially damaged by fire or other casualty, the Leased Premises shall be promptly repaired by LESSEE, at its sole cost and expense. In the event LESSEE fails to initiate rebuild or repair the damage within 90 days from the date of the casualty or fails to complete the same within twelve (12) months following the casualty, the LESSOR shall have the option of declaring a default under the terms of this Lease, following the same procedures as are set forth in Section 13 and LESSEE shall deliver to LESSOR possession of the property in accordance with Section 13.

17. **SUBLETTING AND ASSIGNMENT:** Except to an affiliate and subject to LESSEE'S rights regarding Financing Obligations set forth in the Recycling Agreement, LESSEE shall not assign this Lease or any interest therein and shall not sublet said premises or any part thereof or any right or privilege appurtenant thereto or suffer any other person to occupy or use the Leased Premises or any portion thereof without the written consent of the LESSOR having first been obtained. Consent to one assignment, subletting, occupation or use by any other persons shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by any other person. Any such assignment or subletting without such consent shall be void and shall, at the option of the LESSOR, terminate this Lease. This Lease shall not in whole nor any interest therein be assignable as to the interest of the LESSEE by operation of law without the written consent of the LESSOR.

18. **COMPLIANCE WITH LAWS:** LESSEE shall at its sole cost and expense comply with all rules, regulations, laws and other requirements of all municipal, state and federal authority now in force or which may hereinafter be in force, pertaining to said premises and shall faithfully observe in the use of the premises, all of the municipal and county ordinances and state and federal statutes now in force or which may hereinafter be enacted.

19. **MAINTENANCE AND UPKEEP:** LESSEE shall, at his sole cost, keep and maintain the Leased Premises in good condition and repair. By entry hereunder, LESSEE accepts and agrees on the last day of the term or extended term of this Lease to surrender unto the LESSOR, subject to the rights and obligations regarding the removal of property from the Leased Premises as are set forth for LESSEE elsewhere in this Lease and in the Recycling Agreement, the Leased Premises, in the same condition as when received, together with any improvements thereon, reasonable use and wear, damages by Act of God or by the elements excepted, and to remove all of the LESSEE'S signs from said premises. LESSOR shall, its sole cost, keep and maintain the Landfill, the Landfill Site and certain utilities, in accordance with applicable law and as set forth in the Recycling Agreement.

20. **INDEMNIFICATION:** Each party shall defend, indemnify and hold the other party, its directors, officers, trustees, partners, shareholders, employees, agents, representatives, co-venturers, contractors, and servants, harmless from and against any negligent or tortious acts or omission and all claims, penalties, demands, actions, proceedings, liabilities or losses of whatsoever nature, including reasonable attorneys' fees, for injury or death to person(s) or for damage or loss to or of property to the extent arising out of or caused by: (i) a breach of this Lease by the indemnifying party; or (ii) the indemnifying party's intentional misconduct or negligent actions or omissions; or (iii) a breach of a statutory or regulatory obligation by the indemnifying party. In no event

shall either party be liable to the other for loss of anticipated profits or consequential, special, or punitive damages. Nothing contained herein shall constitute a waiver of sovereign immunity protections under section 768.28 Florida Statutes; provided however, the rights and remedies between each of the parties under this subsection shall be mutual.

21. **PROHIBITION OF INVOLUNTARY ASSIGNMENT:** Neither this Lease nor the leasehold estate of LESSEE nor any interest of the LESSEE hereunder in the Leased Premises or in the building or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer or sale by operation of law, in any manner whatsoever. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

22. **FORCE MAJEURE:** Notwithstanding any other rights or obligations set forth herein, Force Majeure shall apply and excuse performance, other than the obligation to pay money, if any party is prevented from or delayed in performing its duties under this Agreement, in whole or in part, by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or Change in Law ("Force Majeure"). In the event of Force Majeure, then the affected party shall be excused from performance hereunder during the period of such disability, provided that the party claiming Force Majeure promptly notifies the other party of the existence of the Force Majeure event, and undertakes reasonable and practicable measures to mitigate the delay, or effects thereof, occasioned by the Force Majeure event. Force Majeure shall not include (i) increases in the costs associated with the construction or operation of either party's facilities, (ii) change in market conditions which make uneconomic the operation of either party's facilities or the purchase and sale of compost, or (iii) loss, reduction, or elimination of tax credits. The party claiming Force Majeure shall promptly notify the other party when the Force Majeure condition has terminated.

23. **TIME:** Time is of the essence regarding the terms and obligations contained within this Lease.

24. **WAIVER OF EXEMPTION:** Any constitutional or statutory exemption of the LESSEE of any property usually kept on the Leased Premises, from distress or forced sale is waived.

25. **NO WAIVER:** The waiver by LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant, or condition of this Lease, other than the failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR'S knowledge of such preceding breach at the time of acceptance of rent.

26. **ADDRESSES:** Any notice, request, demand, statement and/or payment provided for herein shall be in writing and, except as otherwise provided herein, shall be

sent to the Parties hereto at the following addresses:

Synagro:	Charlotte County Bio-Recycling Center, LLC	COUNTY:	Purchasing Department
Name:	Attention:	Name:	Director of Purchasing
Address	1800 Bering Drive, Suite 1000	Address:	18500 Murdock Circle, Ste. 344
:	Houston, TX 77057		Port Charlotte, FL 33948
Copy to	Synagro Technologies, Inc.	Copy to	Environmental and Extension Services Department
	General Counsel		25550 Harbor View Road,
	1800 Bering Drive, Suite 1000		Suite #2
	Houston, TX 77057		Port Charlotte, FL 33980

27. **LESSEE'S SIGNS:** LESSEE shall not place, or cause to be placed, any sign or signs on said premises unless otherwise agreed to in writing by LESSOR. All signs are subject to approval of LESSOR. LESSOR'S approval of a sign shall not be unreasonably withheld. All signs shall be in conformity with the local custom and shall be in good taste, and shall not conflict with the improvements on the Leased Premises or the Landfill Site.

28. **SUBORDINATION OF LEASE:** This Lease and LESSEE'S interest hereunder are and shall be subordinate to any liens or encumbrances existing on the premises and placed by LESSOR prior to the effective date of this Lease, all advances made under any such liens or encumbrances, and any or all renewals or extensions of such liens or encumbrances.

29. **BINDING AFFECT:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

30. **COSTS IN EVENT OF DEFAULT:** In the event of default, each party shall bear its own costs, including attorney fees, incurred because of such default.

31. **RADON GAS:** Florida law requires that the following notice be given: "Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to people who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

32. **DEFINITIONS:** All capitalized terms contained in this Lease shall be as defined in the Recycling Agreement unless such are defined herein.

33. **FURTHER ASSURANCES:** Those sections referencing Further Assurances and the Lease appearing in Article 15 of the Recycling Agreement are hereby incorporated into this Lease.

34. **CHANGE IN LLC MEMBERSHIP OF THE LESSEE:** The County recognizes that LESSEE is currently a single member limited liability company and the membership of the limited liability company may change over the term of this Lease. The County

reserves the right to approve, in advance, a substantial change in membership of the limited liability company, which shall not be unreasonably withheld. Substantial change shall include the sale of the membership to another entity or the addition of new members during the Term. To facilitate the County's evaluation of the impact the change of membership may have on the LESSEE's obligations hereunder, LESSEE shall provide the County sufficient evidence of the capability of new members to fulfill the Lease obligations as well as evidence of litigation history.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

Charlotte County Bio-Recycling Center, LLC

WITNESSES:

Signed By: Amber Celestine

Print Name: Amber Celestine

Date: January 19, 2012

Signed By: Melissa Jacobs

Print Name: Melissa Jacobs

Date: 1-19-2012

By: Joseph Z. Page  
Vice President & Secretary  
Date: 19-Jan-2012

ATTEST:

Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: Barbara T. Scott  
Deputy Clerk XREF: 2011 008 278

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: Christopher G. Constance  
Christopher G. Constance, Chairman

Date: Jan. 18, 2012

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
LR 11-1615 K02

Exhibit List

- Exhibit 1 – Landfill Site/Leased Premises Location and Map
- Exhibit 2 – Biosolids Management and Recycling Agreement



Zemel Road landfill Section 26, Township 42 South, Range 23 East

A parcel consisting approximately 8 acres of the Zemel Waste Storage and Processing facility and west of the leachate plant.



Zemel Road landfill Section 25, Township 42 South, Range 23 East

A parcel consisting approximately 8 acres of the Zemel Waste Storage and Processing facility and west of the leachate plant.