

**CITY CLERK  
ORIGINAL**

**C-8284-1  
03/26/2013**

**AMENDMENT TO WASTE SUPPLY AGREEMENT**

This is an Amendment, dated as of March 26, 2013, to the Waste Supply Agreement (Contract No. C-8284) (the "Agreement"), dated as of October 9, 2012, by and between the City of Glendale, a municipal corporation in the State of Arizona ("City"), Vieste SPE, LLC, and Arizona limited liability company ("Operator"), and Vieste Energy, LLC, an Indiana limited liability company ("Parent").

WHEREAS, in connection with financing the Waste Facilities, as defined in the Agreement, it is necessary to clarify certain obligations of the City under the Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in the Agreement, City and Operator agree as follows:

1. The following sentence is added to Section 2.6 of the Agreement:

City agrees to accept for resale all of the Recovered Recyclables in accordance with the terms, conditions, and specifications set forth in this Agreement.

2. The following sentence is added to the first paragraph under the heading "RECYCLABLE RESALE FEE" in Exhibit C to the Agreement:

For purposes of computation of the Recyclable Resale Fee, any Recovered Recyclables delivered by Operator to the City, if unsold, shall be deemed resold by the City at the Average Floor Recyclable Rate (per pound of Recyclable Recyclables resold by the City) shown below ninety (90) days after such Recovered Recyclables are so delivered to the City unless otherwise mutually extended by the parties.

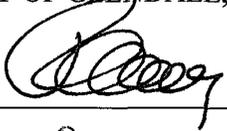
3. The City agrees to supply Operator or its designee with a copy of its Comprehensive Annual Financial Report by February 1 of each succeeding fiscal year. If audited financial statements are not available by February 1, the City shall supply unaudited financial statements by such date and audited financial statements within thirty (30) days' availability (in each case, "Required Financial Statements"). Should the City fail to provide the Required Financial Statements, such failure shall not be an event of default hereunder and Operator's sole remedy shall be to seek mandamus or specific performance by court order. Any costs incurred by the City, including those of third party consultants retained by the City in order to provide the Required Financial Statements shall be paid directly by Operator or reimbursed to the City within fifteen (15) days' of receipt of appropriate invoice. Operator agrees that any offering document used in connection with the financing of the Project for which information relating to the City is presented shall indicate that the City has not reviewed or updated any such information and has played no role in the preparation of any such offering document.

4. Except as expressly amended hereby, the terms and conditions of the Agreement are hereby ratified and the Agreement, as so amended, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate by their representatives duly authorized as of the date first written above.

**CITY:**

CITY OF GLENDALE, ARIZONA

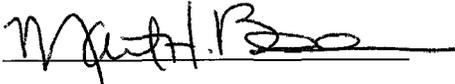
By: 

Name: Richard Bowers

Title: Acting City Manager

**OPERATOR:**

VIESTE SPE, LLC

By: 

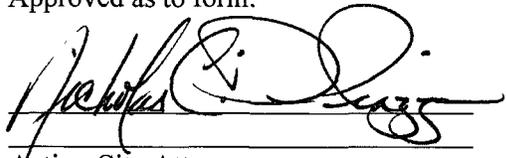
Name: MARK H. BRANLAWA

Title: BOARD MEMBER, MANAGER

**ATTEST:**

  
City Clerk

Approved as to form:

  
Acting City Attorney

**PARENT:**

VIESTE ENERGY, LLC

By: 

Name: MARK H. BRANLAWA

Title: CO-MARKETING MEMBER