

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
AND  
MT. DIABLO PAPER STOCK, INC. DBA MT. DIABLO RECYCLING  
FOR RECYCLABLE MATERIALS TRANSFER, TRANSPORT, PROCESSING,  
AND DIVERSION SERVICES**

This Second Amendment to Agreement for Recyclable Materials Transfer, Transport, Processing, and Diversion Services (the "Second Amendment") is entered into on the 28 day of April, 2022 by and between the Central Contra Costa Solid Waste Authority, a Joint Powers Authority ("CCCSWA"), and Mt. Diablo Paper Stock, Inc., a California corporation, dba Mt. Diablo Recycling ("Contractor") (individually, a "Party" and collectively, the "Parties").

**RECITALS**

WHEREAS, on May 16, 2014, the Parties entered into that certain Agreement for Recyclable Materials Transfer, Transport, Processing, and Diversion Services for a ten year Term (through February 28, 2025), and which included a discretionary option for CCCSWA to extend the Term of the agreement for up to twenty-four additional months (through February 28, 2027); and

WHEREAS, on July 25, 2019, the Parties entered into that certain First Amendment to Agreement for Recyclable Materials Transfer, Transport, Processing, and Diversion Services, pursuant to which the Parties agreed, among other things, to omit CCCSWA's option to extend the Term of the agreement (the agreement as amended referred to herein as the "Agreement"); and

WHEREAS, the Parties have determined it is in their interests to extend the Term of the Agreement twenty-four months under all of the same terms and conditions of the Agreement, and the Parties now desire to modify and amend the Agreement as set forth in this Second Amendment. All terms not otherwise defined in this Second Amendment shall have the meaning set out in the Agreement and except as expressly modified or amended by this Second Amendment, the terms and conditions of the Agreement shall remain in full force and effect; and

WHEREAS, the CCCSWA Board of Directors has found and determined that the execution and implementation of this Second Amendment is in the best interest of the public in order to protect the public health, safety, and well-being, and has authorized execution of this Second Amendment;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein and for other good and valuable consideration, the Parties do hereby agree as follows:

1. **Section 4.1, Term:** The Agreement at Section 4.1 shall be deleted and the following inserted in its place:

**"4.1 Term**

The Term of this Agreement shall commence March 1, 2015 (Commencement Date) and continue in full force for a period of twelve (12) years, through and including February 28, 2027, unless

the Agreement is terminated pursuant to Article 11. Between the Effective Date and the Commencement Date, Contractor shall perform all activities necessary to prepare itself to provide Services required by this Agreement on the Commencement Date.”

2. This Second Amendment and all its terms, conditions, and provisions shall be deemed to be part of the Agreement. Except as expressly modified herein, the Agreement remains unchanged and in full force and effect. Should there be conflicts or inconsistencies between this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail to the extent necessary to resolve such conflicts of inconsistencies.

3. All recitals in this Second Amendment are accurate and shall constitute an integral part of this Second Amendment.

4. Each Party represents and warrants to the other that the undersigned is duly authorized and has legal capacity to execute and deliver this Second Amendment, and this Second Amendment is a valid and legal agreement binding on the Party and its successors, heirs, administrators, and assigns, and enforceable in accordance with its terms.

5. This Second Amendment may be executed in several counterparts, each one of which shall constitute an original and all collectively shall constitute but one instrument. This Second Amendment may be executed by electronic signature. Each counterpart signature may be delivered by electronic mail transmission. This Second Amendment shall be effective as of the date first written above.

*[signatures on following pages]*


IN WITNESS WHEREOF, CCCSWA and Contractor have executed this Second Amendment as of the day and year first written above.

**Central Contra Costa Solid Waste Authority, a Joint Powers Authority**

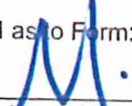
By:   
Renata Sos  
Board Chairperson

**Mt. Diablo Paper Stock, Inc., a California corporation, dba Mt. Diablo Recycling**

By:   
Ronald J. Piro  
Chief Executive Officer

By:   
Patrick Dolim  
Chief Financial Officer

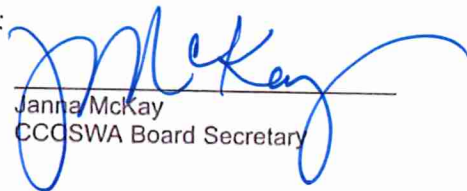
Approved as to Form:

By:   
Deborah Miller  
CCCSWA Legal Counsel

Approved as to Form:

By:   
Robert Michael Bonnifield  
Contractor Legal Counsel

Attest:

By:   
Janna McKay  
CCCSWA Board Secretary