

HOST AGREEMENT

This Host Agreement (the "Agreement") is made and entered into this ____ day of February, 2010, by and between Elbert County, Georgia, a political subdivision organized and existing under the laws of the State of Georgia, acting through its Board of Commissioners (the "County"), and Plant Granite LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, federal and state laws and regulations have placed a significant economic burden on state and local governments to provide for long-term management and disposal of solid waste generated by their citizens; and

WHEREAS, it is in the best interests of the citizens, residents, businesses, and visitors in Elbert County to provide an economical, efficient, and environmentally sound long-term plan for management and disposal of non-hazardous solid waste generated within the County and its municipalities in a modern solid waste disposal facility permitted under current laws and regulations; and

WHEREAS, the Georgia Comprehensive Solid Waste Management Act and amendments thereto require the County to develop a long-term comprehensive solid waste management plan and to meet certain solid waste reduction and disposal capacity goals and requirements; and

WHEREAS, due to the cost of solid waste handling, transportation, and disposal and other factors, it is advantageous to dispose of solid waste generated in the County in a permitted, advanced technology solid waste disposal facility located within the County

and thereby control the long-term costs to the County and its citizens of solid waste management and disposal; and

WHEREAS, the presence of such a facility in the County will be advantageous to promote development of other industry and commerce within the County by providing necessary infrastructure; and

WHEREAS, the Company proposes to develop, permit, construct and operate an Energy-from-Waste facility that will recover the renewable energy contained in solid waste, wood biomass, and other feed stock materials to generate electricity, and the Company is willing to provide certain payments and other substantial benefits to the County in connection with the development and operation of such facility in the County, including disposal of solid waste generated in the County to meet the County's long-term solid waste disposal needs and capacity requirements; and

WHEREAS, the Company has determined that development, construction and operation of the Energy-from-Waste Facility on the property described herein is a reasonable and beneficial use in view of its location, proximity to transportation facilities and electrical transmission facilities, benefits from generation and distribution of electrical power utilizing renewable resources, and other relevant considerations;

WHEREAS, the County has determined that development of an energy-from-waste facility in the County to provide environmentally sound disposal of solid waste generated in the County, and by other public and private waste generators outside of the County, will benefit the County and its citizens, and that development of such a renewable energy facility is a preferable means of managing the County's solid waste to

transporting waste from the County and its municipalities to a regional landfill located in another County, and

WHEREAS, the County through its duly elected Board of Commissioners has determined that it is in the best interests of the citizens and residents of the County to enter into this Agreement.

NOW, THEREFORE, for and in consideration of certain payments to be made and services to be provided and other considerations to the County in this Agreement, the respective covenants and agreements herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows, each intending to be legally bound:

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below:

"Acceptable Solid Waste" shall mean non-hazardous Solid Waste which the Energy-from-Waste Facility is authorized to receive for handling and disposal by the Permits and under applicable solid waste laws and regulations and facility operating rules and procedures.

"Act" shall mean the Georgia Comprehensive Solid Waste Management Act, as currently codified in O.C.G.A. § 12-8-20, *et. seq.*, and future amendments thereto if applicable under law to the subject matters of this Agreement.

"C&D Waste" shall mean non-putrescible construction and demolition materials and as otherwise defined in the Georgia Solid Waste Management Act and Chapter 391-3-4 of the Solid Waste Rules of the EPD.

"Commencement Date" shall mean that date on which the Energy-from-Waste Facility commences receipt of Solid Waste for commercial processing and disposal following permitting and construction of the Energy-from-Waste Facility.

"Commercial Waste" means all types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities.

"Company" shall mean Plant Granite LLC or any authorized successor or assignee of its rights and obligations under this Agreement.

"County" shall mean Elbert County, Georgia, including its respective commissioners, officials, and authorized departments and employees.

"County Solid Waste Management Plan" shall mean the Solid Waste Management Plan for Elbert County currently in effect, developed in accordance with the Georgia Department of Community Affairs Minimum Planning and Standard Procedures for Solid Waste Management, and contained in Section 5 of the updated Solid Waste Management Plan prepared for the Northeast Georgia Regional Solid Waste Management Authority by R.W. Beck dated November, 2004 as approved by the Georgia Department of Community Affairs.

"County Waste" shall have the meaning set forth in Section 7(a).

"Effective Date" shall mean the last date on which this Host Agreement is executed by the County and the Company.

"Energy-from-Waste Facility" shall mean a solid waste thermal treatment technology facility and waste-to-energy facility, as defined in the Act, for production and sale of renewable energy through combustion of municipal solid waste, wood biomass, and other Feed Stock materials, including all associated equipment, components, facility-

related on-site solid waste landfill, materials processing facilities, environmental control systems, electrical generation and transmission facilities and equipment, and all other ancillary facilities and operations authorized by or related to the Permits.

"Environmental Law" shall mean any federal, state, county, or local statute, law, regulation, rule, ordinance, code, directive, policy, license or permit imposing liability or standards of conduct or responsibility concerning or relating to environmental regulation.

"EPD" shall mean the Environmental Protection Division of the Georgia Department of Natural Resources or any successor thereto.

"Excluded Wastes" shall mean highly flammable substances, regulated hazardous wastes, liquid wastes, certain pathologic and biological wastes, explosives, radioactive materials, oil, petroleum, or any other waste excluded by an applicable Environmental Law, or excluded by any of the terms and conditions of the Permits. This term shall also include such other waste materials which the Operator determines, in its sole discretion, to pose an unreasonable risk to the operation or safety of the Energy-from-Waste Facility, the employees thereof, or the environment.

"Facility Site" shall mean that area of property consisting of approximately 220 acres located south of State Highway 72 west of the City of Elberton, as approximately shown in Exhibit "A" attached hereto, on which the Company intends to develop and permit for construction and operation of the Energy-from-Waste Facility, or such alternative site, if any, as may be proposed by the Company and subject to approval by the County.

"Feed Stock" shall mean materials consisting of municipal solid waste as defined in the Act and Solid Waste Rules, construction and demolition waste, combustible off-

spec products, wood biomass materials, fuel materials derived from used tires, sewage sludge, and other waste materials authorized by the Permits and not otherwise prohibited by Federal law or by the laws of this State to be used as fuel or disposed in the Energy-from-Waste Facility through a process of combustion for the extraction and utilization of energy.

"Force Majeure" shall mean an act, event, or condition, beyond the reasonable control of the party, upon which the party reasonably relies as justification for delay and excuse from performing or complying with any obligation or agreement hereunder, including but not limited to the following: (i) an act of God; (ii) an act of public enemy; (iii) interference by a third party, strike or similar industrial or labor action; (iv) the denial, loss, suspension, expiration, termination, or failure of renewal of any Permit, license or other governmental approval required to operate the Energy-from-Waste Facility; or (v) a change in any federal or state law, rule, regulation or ordinance, the institution of a legal action or similar proceeding, or an order or judgment of a court, which delays or prevents any aspect of the development or operation of the Energy-from-Waste Facility.

"Host Fees" shall mean the amounts payable to the County pursuant to the terms of Section 6 of this Agreement based on the volume of Solid Waste disposed of at the Energy-from-Waste Facility for which the Company receives payment of Tipping Fees.

"Industrial Waste" shall mean Solid Waste generated by manufacturing or industrial activities and processes that is not hazardous waste, and as otherwise defined in the Act, the Solid Waste Rules, or applicable Permit(s).

"Inert Waste" shall mean earth and earth-like products, concrete, cured asphalt, rock, bricks, stumps, limbs, leaves, yard trimmings and as otherwise defined in the Act or Solid Waste Rules.

"Landfill" shall mean a private Solid Waste disposal facility authorized by the Permits, to be designed, constructed and operated in accordance with regulatory standards for municipal solid waste disposal facilities, the use of which shall be limited to disposal of ash from the combustion process and other incidental waste that cannot be recovered or incinerated at the Energy-from-Waste Facility.

"Operator" shall mean the Company, Covanta Energy Corporation or a subsidiary thereof, or other qualified company having experience in the design, construction, operation, and maintenance of facilities similar in design and operation to the Energy-from-Waste Facility.

"Owner" shall mean the Company, or any legal entity to whom the Company assigns its rights and obligations under this Agreement in accordance with the terms hereof which holds legal title to the Energy-from-Waste Facility.

"Permits" shall mean the solid waste handling permit(s), air quality permit(s), and all other necessary permits, approvals, and authorizations issued by EPD authorizing the development, construction, and operation of the Energy-from-Waste Facility on the Facility Site.

"Recovered Materials" shall mean materials removed from Solid Waste delivered to the Energy-from-Waste Facility for processing and disposal prior to the combustion process which are diverted from the waste stream for sale, reuse, or recycling, and

including metals recovered from ash material resulting from the waste combustion process.

"Solid Waste" shall mean Municipal Solid Waste, as defined in the Act and Solid Waste Rules, and other non-hazardous Solid Waste allowed by the Permits, but shall not include any Excluded Wastes.

"Solid Waste Rules" shall mean the current applicable rules and regulations governing solid waste management set forth in Chapter 391-3-4 of the Rules of the Georgia Department of Natural Resources Environmental Protection Division, and future amendments thereto if applicable under law to the subject matters of this Agreement.

"Tipping Fees" shall mean the fees established at the Energy-from-Waste Facility for the processing and disposal of Solid Waste at the Energy-from-Waste Facility, as determined by the Company pursuant to the provisions of Sections 5(i) and 7 of this Agreement.

"Ton" shall mean 2000 pounds.

"Yard Trimmings" shall mean leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping, development and maintenance, other than mining, agricultural and silvicultural operations.

The terms *"Hazardous Waste," "Municipal Solid Waste"* and any other undefined terms of art used herein shall have the definitions given those terms in the Act and Solid Waste Rules which are incorporated herein by reference.

2. **ENERGY-FROM-WASTE FACILITY DEVELOPMENT.**

Subject to the Company's acquisition of the Facility Site, the Company's receipt of all necessary Permits authorizing the construction and operation of the Energy-from-Waste Facility, and the other Conditions Precedent set forth in Section 3 hereof, the Company intends to develop, construct and operate the Energy-from-Waste Facility in the County. The Company agrees that the development and operation of the Energy-from-Waste Facility will comply in all respects with all Environmental Laws and other applicable law, subject to the Company's right to contest in good faith the interpretation, application and enforcement of any such laws in any action or investigation brought by or dispute with any regulatory agency. During the Term of this Agreement, because of the sufficient capacity for disposal of County Waste which the Energy-from-Waste Facility will provide, the County agrees that after the Effective Date of this Agreement, unless otherwise required by applicable law, the County will not authorize, or enter into any agreement with any other person or entity with respect to, the development, construction, or operation of a solid waste disposal facility in the County for disposal of Solid Waste generated in or outside of the County, if such Solid Waste is required or authorized by the terms of this Agreement and the Permits to be delivered to the Energy-from-Waste Facility.

3. **CONDITIONS PRECEDENT.** Unless otherwise expressly provided herein, the obligations of the Company under this Agreement shall be subject to the satisfaction of each of the following Conditions Precedent, provided that the Company shall have the right in its sole discretion to waive any condition precedent:

(a) Receipt by the Company of all approvals from the County pursuant to current County ordinance or state law necessary for the permitting and development of the Energy-from-Waste Facility described in this Agreement.

(b) The final acquisition by the Company of legal title to the Facility Site.

(c) The Company's receipt of all final, non-appealable Permits authorizing the development, construction, and operation of the Energy-from-Waste Facility described herein, including the final exhaustion of any appeal or other legal challenge or proceeding, if any, contesting the issuance of any Permit(s), including any appellate court proceedings and decisions.

(d) Receipt of executed waste supply and disposal agreements and wood biomass supply agreements between the Company and public or private Solid Waste and wood biomass generators or providers that collectively assure the guaranteed delivery to the Energy-from-Waste Facility of a sufficient volume of Feed Stock necessary for the operation of the Energy-from-Waste Facility as determined by the Company.

(e) Receipt of acceptable financing as determined by the Company for the costs of constructing the Energy-from-Waste Facility.

(f) Construction of the Energy-from-Waste Facility for commencement of operation.

(g) Satisfaction of the County's obligations, representations, warranties, and covenants in this Agreement.

4. **COUNTY OBLIGATIONS.**

(a) **Cooperation and Compliance with Law.** To the full extent authorized or required by local, state, or federal law, the County agrees to cooperate with the Company

with respect to the development and permitting of the Energy-from-Waste Facility contemplated in this Agreement. The County agrees to carry out in a timely manner, in accordance with existing County ordinances and State law requirements, all County functions necessary for the Company to obtain any required County approvals for development of the Energy-from-Waste Facility and to obtain, modify, and maintain the required Permits. Those functions include, without limitation, (i) prompt and lawful consideration of requests by the Company for required local approval(s) related to the Energy-from-Waste Facility and the Facility Site, including required public notices, hearings, and meetings related thereto, (ii) all public notices, hearings, and meetings required by the Act and Solid Waste Rules for public participation in connection with the Company's applications for the Permits, and (iii) providing EPD with all documentation required by the Act and Solid Waste Rules to be received from a host local government in connection with those applications and related permitting proceedings. The Company acknowledges that in the performance of the foregoing obligations the County cannot contract to exercise sovereign powers in any manner contrary to law.

(b) Solid Waste Plan Consistency. The County agrees to undertake to amend the current Elbert County Solid Waste Management Plan to include the Energy-from-Waste Facility in that Plan as necessary to satisfy state solid waste plan consistency requirements, including all related actions for the adoption and approval of such amendment, including public notices, hearings, meetings, and resolutions, and to provide to the Company and EPD a solid waste plan "consistency" verification letter and any other required documentation concerning inclusion of the Energy-from-Waste Facility in the County's Solid Waste Management Plan. The Company may request for the

County's consideration future modifications to the County Solid Waste Management Plan as the Company deems necessary or appropriate relating to the Energy-from-Waste Facility, in accordance with applicable solid waste planning rules in effect at such time.

(c) Future Zoning. The County confirms that no zoning or other land use law or restriction exists under the current ordinances of the County which would restrict or prohibit establishment and operation of the Energy-from-Waste Facility on the Facility Site. The County agrees that if, subsequent to the Effective Date of this Agreement, the County takes action to adopt any ordinance regulating zoning and land use in the County, both the Facility Site and the Energy-from-Waste Facility shall be deemed an existing vested use, and shall be treated for zoning purposes in any future zoning or land use regulation as an existing, conforming and permitted industrial use under the appropriate zoning classification and any County zoning map.

(d) State Law Controlling. The County agrees not to sponsor or adopt any law, ordinance, regulation or restriction mandating or imposing a condition, restriction, or requirement for the development, design, construction, use, operation, maintenance, or closure of the Energy-from-Waste Facility that conflicts with or is more stringent than the requirements of applicable federal or state law and regulations in respect to matters within the environmental permitting, regulatory, and enforcement authority of EPD or the USEPA.

(e) Delivery of County Waste. Following the Commencement Date the County will deliver or cause the delivery of all County Waste (as defined in Section 7(a)) to the Energy-from-Waste Facility for processing or disposal in accordance with the provisions of Section 7 hereof.

(f) Water Supply. The County agrees to cooperate with the Company in accordance with the terms of Section 9(a) hereof to deliver or cause delivery of water supply from a public water system to the Energy-from-Waste Facility.

(g) County Transfer Station. The County agrees that no later than sixty (60) days after the Commencement Date, the County will permanently cease operation of the existing County solid waste transfer station. The County further agrees that it will not lease, convey, or otherwise transfer ownership or operation of the transfer station facility or property to any third party for use for transfer, transportation, or disposal of Solid Waste during the Term of this Agreement including any extension thereof.

(h) No County Funds. Except for the any funds expended by the County in connection with the provisions of Section 9(a) concerning public water supply service, the payment of the Tipping Fees for acceptance and disposal of County Waste at the Energy-from-Waste Facility under the terms of Section 7 to the extent the Tipping Fees are paid directly by the County, and normal and customary operating expenses, legal expenses, and incidental expenses incurred by the County in connection with this Agreement and other administrative expenses to carry out the functions and obligations required by law or otherwise accepted herein by the County, the County shall not be required to provide any financing or pledge or expend County funds for or in connection with the Energy-from-Waste Facility.

5. PERMITTING AND OPERATION OF THE ENERGY-FROM-WASTE FACILITY.

(a) Permits. The Company following the issuance of all necessary County approvals shall exercise reasonable and diligent efforts to apply for and obtain the Permits authorizing construction and operation of the Energy-from-Waste Facility. The

Company agrees that the Energy-from-Waste Facility shall be permitted in accordance with all applicable State of Georgia solid waste and air quality laws and regulations, and with all other applicable Environmental Laws. Upon reasonable request by the County, the Company shall inform the County of the current status of all Permit applications, and shall provide the County with copies of public documents submitted to EPD in connection with the Company's application(s) for the Permits. The County's rights to receive the foregoing information and documents, however, shall not be deemed to grant the County approval authority over any aspect of the design, permitting, operation, or any other aspect of the Energy-from-Waste Facility, except as expressly provided in this Agreement. The County agrees to assist the Company as reasonably requested to obtain approvals or permits, if any, necessary for the generation, distribution, or sale of electrical power generated by the Energy-from-Waste Facility

(b) Time. The present goal of the Company is to obtain the Permits and to substantially complete construction prior to December 31, 2013. However, the County acknowledges and agrees that the period of time necessary for the Company to obtain the Permits in final form and to complete the construction of the Energy-from-Waste Facility for commencement of operation is uncertain and not within the control of the Company and, therefore, this Agreement is not intended to establish or require any specific date or deadline for commencement of commercial operation of the Energy-from-Waste Facility.

(c) Acceptable Wastes and Other Feed Stock. The Company will accept for disposal at the Energy-from-Waste Facility only acceptable non-hazardous Solid Waste allowed by the Permits. The Solid Waste accepted for disposal may include, but is not limited to, Municipal Solid Waste, non-hazardous manufacturing or industrial waste

including but not limited to wood pallets and off-spec products destined for disposal, construction and demolition waste, used tires and tired-derived fuel materials, land clearing wastes, inert wastes, and other non-hazardous Solid Waste and Feed Stock that may be approved by the EPD for use or disposal at the Energy-from-Waste Facility.

(d) Sources of Wastes. The Company agrees to exercise commercially reasonable efforts to acquire from sources within that geographic area comprising a radius of ninety (90) miles from the Facility Site the quantities of Municipal Solid Waste which the Company determines to be necessary, in its sole discretion, for efficient and economical operation of the Energy-from-Waste Facility. Subject to this obligation, the County agrees that the Company may obtain Solid Waste from sources located outside of this geographic area, if deemed necessary by the Company in its reasonable discretion, to assure delivery of a guaranteed, continuous supply of Solid Waste necessary to the efficient and economical operation of the Energy-from-Waste Facility, as determined by the Company.

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(e) Host Fees. The Company during the Term of this Agreement will pay the County Host Fees based on the tonnage of Solid Waste disposed of at the Energy-from-Waste Facility, as more specifically provided in Section 6 hereof.

(f) Hours of Operation. After the Commencement Date, the hours of operation of the Energy-from-Waste Facility shall be up to 24 hours per day, 365 days per year, as determined by the Operator. Deliveries of Solid Waste and other Feed Stock shall be received at the Facility only between the hours of 6:00 a.m. and 7:00 p.m. Monday through Friday, and between the hours of 6:00 a.m. and 1:00 p.m. on Saturday. The Operator shall be authorized to receive deliveries of Feed Stock during other hours of

operation in an emergency situation beyond the reasonable control of the Operator, or with express approval of an authorized official of the County obtained prior to receipt of such deliveries. No construction activities required after the Commencement Date shall be conducted on Sunday without notice to and prior express approval of an authorized official of the County, unless such construction activities are reasonably necessary due to an emergency. As used herein "emergency" shall refer to any directive from EPD or other regulatory agency, or any condition that constitutes an immediate or imminent threat to the operation of the Energy-from-Waste Facility or to the environment.

(g) Unacceptable Waste. The Operator shall have the right to refuse to accept Solid Waste at the Energy-from-Waste Facility which is Excluded Waste, or which for any reason the Company deems to be unacceptable for receipt and disposal at the Energy-from-Waste Facility. If the Company refuses to accept County Waste as defined in Section 7(a) hereof delivered by the County or its designated waste collection provider(s), the burden of proving that County Waste contains unacceptable waste shall be on the Company. The Company shall not be deemed to have accepted title to any waste materials delivered to the Energy-from-Waste Facility that are unacceptable wastes, and responsibility for such unacceptable waste shall remain with the generator or transporter of those waste materials. The Company shall develop a plan for excluding receipt of prohibited wastes in accordance with the Solid Waste Rules and such prohibited waste plan shall be approved by EPD.

(h) Operating Rules. The Company will comply with the Permits and with all state and federal laws and regulations applicable to the operation of the Energy-from-Waste Facility. In addition, the Company shall have the right to implement such

additional measures, rules and procedures as it deems necessary or appropriate for the safe and efficient operation of the Energy-from-Waste Facility in accordance with applicable Permits.

(i) Facility Tipping Fees and Charges. Subject to the terms of Section 7(c) for County Waste described in that subsection, and subject to the payment of Host Fees to the County as provided in Section 6, the Company shall have the right to establish, charge, collect and retain any and all fees and charges at the Energy-from-Waste Facility, including but not limited to any and all Tipping Fees for the processing and disposal of all Solid Waste received at the Facility. The Company shall have the right to establish, charge, collect, and retain any and all fees and charges for sale of electrical power generated by the Energy-from-Waste Facility and any other services or products of the Energy-from-Waste Facility.

(j) Recordkeeping, County Audits and Inspection. The Company will maintain sufficient records to assure the County of compliance with all Permits for development and operation of Energy-from-Waste Facility, and compliance with the terms of this Agreement related to the operation of the Energy-from-Waste Facility and payment of Host Fees, included but not limited to records of the volume and tonnage of Solid Waste received at the Energy-from-Waste Facility for disposal. Upon receipt of written request from the County designating the specific records and information, the Company will allow the County's designated representative(s) to audit the following records, within ten (10) business days of receipt of such written request: (i) financial records relating to the payment to the County of the Host Fees; and (ii) records relating to the Permits and regulatory compliance of the Energy-from-Waste Facility. The Company

will allow inspection of such records by the County or the County's authorized representative during reasonable business hours. If the County's request includes confidential or proprietary documents or information, the County will agree to execute a mutually acceptable confidentiality agreement. The County agrees that its inspection of records as provided in this paragraph shall not occur more frequently than on a quarterly basis. The Company shall provide to the County no later than ten (10) business days following receipt a copy of any administrative order or consent order received by the Operator from EPD or any other applicable regulatory agency concerning the Energy-from-Waste Facility.

(k) Facility Website. The Company agrees that promptly following the Commencement Date the Company at its expense shall create and maintain a public website available to the County and its citizens, which shall contain at minimum the following information: (i) the amount in tons of Solid Waste received at the Energy-from-Waste Facility reported to the EPD or other state agencies; (ii) the total volume of wood biomass material utilized as Feed Stock; (iii) the amount of Host Fees paid to the County during the preceding calendar quarter; (iv) publicly available annual financial statements for the Company or other Owner or Operator of the Energy-from-Waste Facility; (v) copies of any final administrative order or consent order issued by any governmental entity regarding the operation of the Energy-from-Waste Facility; (vi) applicable rules and procedures for the receipt of Solid Waste at the Facility; (vii) a schedule of fees for delivery of waste materials to the Energy-from-Waste Facility by the public; (viii) rules for use of the citizens convenience center described in Section 8(g).

(l) Facility Inspections. The County shall be permitted to designate a County official or employee who shall be provided access to the Energy-from-Waste Facility, upon twenty-four (24) hours prior notice, for the purpose of observing and conducting general inspections of the Energy-from-Waste Facility for compliance with the terms of this Agreement. The County agrees that the Operator shall provide employees to accompany any such person(s) designated by the County to perform such inspections, and such person(s) shall be required to abide by all facility safety rules and requirements.

(m) Local Contractors and Vendors. The Company agrees to use reasonable efforts to utilize subcontractors and to purchase materials, supplies, and equipment from vendors in Elbert County in connection with the construction of the Energy-from-Waste Facility. The County acknowledges that the nature and components of the Energy-from-Waste Facility to a substantial degree require specialized equipment and construction expertise and other services that may not be available in Elbert County. When purchasing materials, supplies, or equipment necessary for the day-to-day operation of the Energy-from-Waste Facility, the Company will use its best efforts to grant preference to County merchants and vendors, provided that the materials, supplies, or equipment for sale are competitive in price and meet the Company's procurement requirements. In addition, the Company agrees to use its best efforts to grant a preference in hiring to County residents, provided they meet the Company's pre-hire job qualifications.

(n) Property Value Protection Program. The Company will implement a Property Value Protection Program in the vicinity of the Facility Site according to the terms set forth in Exhibit "B" attached to this Agreement.

*Jobs

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(o) Broad River Protection. The Company agrees that prior to or during the operation of the Energy-from-Waste Facility following the Commencement Date the Company will not apply for any permit to authorize discharge of treated or untreated process wastewater from the operation of the Energy-from-Waste Facility to the Broad River or to any public sanitary sewer system in the County. The Company shall not be prevented, however, from discharging domestic sanitary waste and wastewater generated at the Facility, or leachate from the on-site landfill, to any future public sanitary sewer system or wastewater treatment facility in the County, subject to applicable system discharge requirements. Discharge of stormwater on and from the Facility Site is not prohibited by any Environmental Law, but the Company will provide erosion and sedimentation controls and stormwater management within the Facility Site, pursuant to Best Management Practices and in accordance with the Permits and the State of Georgia General NPDES Stormwater Construction Activity and Industrial Activity Permits.

6. HOST FEES.

(a) Required Host Fees; Additional Host Fees. Following the Commencement Date and during the Term of this Agreement (unless earlier terminated) a Host Fee shall be paid by the Company to the County in the amount of one dollar (\$1.00) per ton for Municipal Solid Waste and other Solid Waste accepted for disposal at the Energy-from-Waste Facility from any source, as provided in O.C.G.A. § 12-8-39 (d) (the "required host fee"). In addition to the required host fee, the Company shall pay to the County an additional amount of seventy-five cents (\$.75) for each ton of Municipal Solid Waste and other Solid Waste accepted for disposal at the Energy-from-Waste Facility for which the Company receives payment of a Tipping Fee in a minimum amount of Ten Dollars

(\$10.00) per ton (the "additional host fee"). Payment of Host Fees shall be subject to the exceptions provided below in subsection (e) of this Section. Payment of the additional host fee shall be subject to the exception provided in subsection (b) of this Section. The required Host Fee and the additional Host Fee are collectively referred to as the "County Host Fees." In order to assure the County of receipt of a minimum payment of County Host Fees, the Company agrees that the County Host Fees shall be payable based upon a minimum tonnage of Municipal Solid Waste and other Solid Waste received at the Energy-from-Waste Facility for disposal of six-hundred (600) tons per day, with the exception of those dates on which the Energy-from-Waste Facility is not operating or is in partial operation. For those dates the County Host Fees shall be payable based on the actual amount of Municipal Solid Waste and other Solid Waste disposed of through the Energy-from-Waste Facility on those dates. The County Host Fees payable pursuant to this Section are in lieu of any other fees, surcharges, or other monetary amounts payable to the County with respect to delivery and disposal of Municipal Solid Waste and other Solid Waste at the Energy-from-Waste Facility during the term of this Agreement, except as provided herein with respect to CPI adjustment of the additional host fee, and except for payment of state and county ad valorem property taxes. The County Host Fees shall be deemed to include any future increase in the required host fee to the extent authorized by law.

(b) County Waste Host Fee. With respect to County Waste received and disposed of at the Energy-from-Waste Facility for which the County Tipping Fee is paid under the terms of Section 7(c), the Company shall pay to the County the amount of the

required host fee, but no amount of the additional host fee shall be required to be paid to the County in respect to that County Waste.

(c) Payment of Host Fees. Payment of the County Host Fees shall be made by the Company before the last day of the month following the end of each calendar quarter with respect to Municipal Solid Waste and other Solid Waste received and disposed of at the Energy-from-Waste Facility during the preceding calendar quarter, for which the County Host Fees are payable pursuant to the provisions of subsection (a) above. With the payment of the County Host Fees the County shall be provided a reconciliation showing the total number of tons of Solid Waste accepted for disposal at the Energy-from-Waste Facility during the preceding calendar quarter for which the County Host Fees are payable.

(d) Host Fee Adjustment. On the second anniversary of the Commencement Date and every two (2) years thereafter, the amount of the additional host fee shall be adjusted and increased based upon the increase in the Consumer Price Index - Southern Region City Average All Urban Consumers - All Items (1992-1994=100), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month prior to each biennial anniversary of the Commencement Date. Such increase in the additional host fees by this CPI-adjustment shall be capped on a biennial basis at an amount no more than four percent (4%) above the previous amount of the additional host fee. If this CPI is no longer available, then a comparable replacement index will be used, subject to approval by the County which approval shall not be unreasonably withheld.

(e) Exceptions to Host Fee Payments. No amount of Host Fees shall be required to be paid to the County for or in respect to any of the following: (i) wood

biomass or any other Feed Stock material delivered to the Energy-from-Waste Facility for which any cost, charge, or fee is required to be paid by the Company for such materials; (ii) any Solid Waste collected through a County litter abatement program and accepted for disposal at no charge pursuant to Section 8(b), any household Solid Waste, white goods, or bulky waste delivered to the Citizens Convenience Center by an individual citizen free of charge pursuant to Section 8(g), or any Solid Waste accepted at no charge on County Cleanup Days as allowed by Section 8(i); (iii) construction and demolition waste materials generated in the County received at the Energy-from-Waste Facility for disposal which cannot be utilized in the combustion process; (iv) any inert waste materials generated in the County and accepted for disposal at the Facility Site under the terms of Section 8(c); (v) any Yard Trimmings received at the Energy-from-Waste Facility for disposal under the terms of Section 8(f); (vi) any recycled materials delivered to Facility, or any materials recovered from the Solid Waste delivered to the Facility which are removed from the waste stream or combustion residues for reuse or recycling of those materials; or (vii) any Solid Waste delivered to the Facility for disposal for which the Company receives a Tipping Fee in an amount less than ten dollars (\$10.00) per ton.

(f) County Special Projects. The County intends promptly following the Commencement Date to establish a Special Projects Fund, and to set aside and deposit in such fund a sum equal to ten percent (10%) of the total amount of the County Host Fees received by the County on a quarterly basis. The funds deposited by the County in such Special Projects Fund shall be utilized, in such manner and amounts determined in the discretion of the County Board of Commissioners, for projects promoting land

conservation, environmental preservation or enhancement including the Broad River, County recycling programs, and natural or scenic recreational uses, or similar projects.

(g) Host Fee Payment Dispute Resolution. In the event of any unresolved dispute between the parties regarding any matter under this Section 6 involving payment of the County Host Fees, the parties agree to resolve such dispute in accordance with the following procedures: (i) The parties shall first attempt to resolve by mutual agreement any such dispute or controversy between the parties pertaining to the method or amount of payment of the County Host Fees, including but not limited to the accuracy of tonnage, by negotiation between authorized representatives of the parties; (ii) in the event the dispute cannot be settled amicably through negotiation, then the parties shall submit such dispute to a formal mediation process, to be participated in by authorized representatives of both parties, such mediation process to occur within thirty (30) days of a final good faith determination by either party that the dispute cannot be resolved through mutual negotiation; (iii) in the event the dispute cannot be settled through formal mediation, then either party shall be entitled to submit the dispute to binding arbitration, upon written notice to the other, provided that a demand for arbitration must be made within thirty (30) days after a failure to resolve the dispute through formal mediation. Unless otherwise mutually agreed, all arbitration arising under this Agreement shall be conducted in accordance with the Rules of the American Arbitration Association then in effect. The arbitration panel's decision shall include findings of fact and conclusions of law. A decision of the arbitration panel shall be final and binding upon the parties. An award of costs and reasonable attorney's fees may be taxed against the non-prevailing party as determined by the arbitration panel. The continued performance of this Agreement by

both parties shall not directly or indirectly be prevented, hindered, or interrupted by reason of a dispute between the parties with respect to the calculation or payment of the County Host Fees, or the initiation of any dispute resolution process as described herein.

7. WASTE SERVICES TO COUNTY. During the Term of this Agreement following the Commencement Date (unless earlier terminated), the Company will provide the following Solid Waste handling and disposal services to and for the benefit of the County and its citizens:

(a) County Waste Disposal Capacity Assurance. The Company guarantees that it will accept and have sufficient capacity and capability for disposal at the Energy-from-Waste Facility for the Term of this Agreement (unless earlier terminated) all Acceptable Municipal Solid Waste generated by residences and commercial businesses, including ordinary non-process solid waste generated by manufacturing and industrial businesses within the County or any municipality located within the County, whether collected by the County or by those municipalities directly or collected for a fee by a private contractor holding a waste collection franchise, waste collection subscription agreements, or other agreement with or authorization from the County or municipality to provide waste collection services within its geographic boundaries. The waste described herein is collectively referred to as "County Waste." "County Waste" shall also include Acceptable Solid Waste delivered to the Facility directly by residents of the County and municipalities, as provided in subsection (a) of Section 8. "County Waste" as used herein shall not include any amount of Solid Waste collected by any person or entity at or from any generator, source, or location outside the geographic boundaries of the County.

County Waste delivered to the Energy-from-Waste Facility must be separated from all such waste generated or collected outside the County prior to delivery to the Facility.

(b) Assurance of County Waste Disposal. In consideration of the Company's guarantee of sufficient disposal capacity for County Waste at the Energy-from Waste Facility, the County, after the Commencement Date, will assure delivery to the Energy-from-Waste Facility of all Acceptable Municipal Solid Waste generated and collected within the County's geographic boundaries. To the extent necessary to fulfill this requirement, the County will adopt all necessary waste plans and ordinances to assure that all such Solid Waste collected and generated within the County will be delivered to the Energy-from-Waste Facility.

(c) County Tipping Fees. The Company will accept the County Waste described in this subsection for disposal at the Energy-from-Waste Facility for a Tipping Fee of Twenty-Five Dollars (\$25.00) per ton (the "County Tipping Fee"). The County Tipping Fee shall apply to all Municipal Solid Waste delivered to the Energy-from-Waste Facility generated by residences within the County or generated at any buildings or facilities owned or operated by the County, whether such waste is collected by the County directly or for a fee by a private waste collection contractor holding a waste collection franchise or other authorization from the County. The County Tipping Fee shall be inclusive of the required host fee and the waste surcharge required to be paid to the State of Georgia pursuant to the current provisions of O.C.G.A. § 12-8-39(e) (\$.75 per ton). Any increase after the Effective Date of this Agreement in the amount of the state solid waste surcharge shall be added to the County Tipping Fee in effect at the time of such increase in the surcharge. The County or the contractor(s) who collect the above-

described County Waste shall be invoiced by the Company on a monthly basis at the County Tipping Fee. On the second anniversary of the Commencement Date and every two (2) years thereafter, the amount of the County Tipping Fee shall be adjusted and increased based upon such increase in the Consumer Price Index – Southern Region City Average All Urban Consumers – All Items (1992-1994 = 100), as published by the United States Department of Labor, Bureau of Labor Statistics for the month prior to each annual anniversary of the Commencement Date. The increase in the County Tipping Fee by this CPI-adjustment shall be capped on a biennial basis at an amount no more than four percent (4%) above the previous applicable County Tipping Fee amount. If this CPI is no longer available, then a comparable replacement index will be used, subject to approval by the County which approval shall not be unreasonably withheld. In addition to the CPI adjustment described above, the County Tipping Fee may be adjusted by the Company from time to time by the amount of a cost increase to the Facility for the handling or disposal of Solid Waste including wood biomass at the Facility due to an additional fee or surcharge imposed by any federal or state law or regulation which takes effect after the Effective Date of this Agreement.

(d) Compliance with Law. If and to the extent that public funds of the County or the municipalities are used to directly fund payment of the County Tipping Fees to the Company for disposal of the County Waste described in subsection (c) of this Section, the parties agree that, in order to comply with Art. IX, Sec. V, para. I of the Constitution of Georgia and/or with O.C.G.A. § 36-60-13, if such laws are determined to apply to any payment obligation of the County under the terms of Section 7(c) (or under the terms of the Municipal Waste Contracts), then those provisions for disposal of County Waste at

the Energy-from-Waste Facility for the County Tipping Fee shall specifically incorporate the requirements of O.C.G.A. § 36-60-13(a) as if set forth herein. In the event that Code Section were determined to apply to the County's payment obligations in this Section 7 for County Waste, then the Term of the County's agreement herein for disposal of the County Waste described in subsection (c) at the Energy-from-Waste Facility will automatically renew on an annual basis from the Commencement Date unless and until the County takes affirmative action not to renew such agreement for delivery and disposal of that County Waste by providing the Company with written notice at least sixty (60) days prior to the effective date of such non-renewal.

(e) Commercial Waste Tipping Fees. The Company shall accept for handling and disposal at the Energy-From Waste Facility all acceptable Commercial Solid Waste generated by commercial businesses in the County, and ordinary, non-process Solid Waste generated by manufacturing and industrial businesses within the County or any municipality located within the County, whether collected by the County or by those municipalities directly or collected for a fee by a private contracting holding a waste collection franchise, waste collection subscription agreement or other agreement or authorization from the County or a municipality to provide commercial waste collection services within its geographic boundaries. The Tipping Fee for handling and disposal of such commercial solid waste shall be determined in the Company's reasonable discretion based upon prevailing disposal rates for such waste materials.

(f) Municipality Waste Contracts. The County agrees to cooperate with the Company to obtain contracts with the Cities of Elberton and Bowman for the disposal of Solid Waste generated and collected in those municipalities. The Company agrees such

contracts shall contain the same terms for provision of waste disposal services as the Waste Services provided to the County under the provisions of this Section 7. The County agrees that the Company may require as a condition of the municipality waste contracts the delivery to the Energy-from-Waste Facility of all Acceptable Solid Waste generated and collected within the geographic boundaries of those municipalities on the same terms as agreed by the County in subsection (b) of this Section.

8. OTHER SERVICES TO COUNTY.

(a) Delivery of Waste by County Residents. The Company will accept for disposal at the Energy-from-Waste Facility Acceptable Solid Waste delivered directly to the Facility by residents of the County and municipalities, provided such waste is delivered in pick-up truck size or similar size loads. The Company shall require payment of a tipping fee for such waste loads in a reasonable amount which shall be subject to approval by the County, which approval shall not be unreasonably withheld.

(b) County Litter Abatement Program. Solid Waste generated or collected through any County-sponsored litter abatement program shall be accepted for disposal at the Energy-from-Waste Facility at no cost. This waste disposal service to the County shall not include any Solid Waste for which any cost or fee has been or will be received by any commercial contractor or other person for the collection, transportation, or disposal of that Solid Waste.

(c) County C&D and Inert Waste Disposal. If authorized by the Permits, C&D Waste and Inert Waste generated within the County or in any municipality located within the County will be accepted at the Energy-from-Waste Facility for disposal in accordance with the following terms. The Tipping Fee for handling and disposal of C&D

Waste and Inert Waste shall be payable on a tonnage or cubic yard basis. The amount of the Tipping Fee shall be determined in the Company's reasonable discretion based upon prevailing disposal rates for such waste materials in the State of Georgia and the cost to the Company to handle and dispose of C&D Waste and Inert Waste. The Tipping Fees for C&D Waste and Inert Waste shall be subject to annual increases based upon the increase in the Consumer Price Index, in the same manner as provided in paragraph (b) of this Section with respect to County Waste. The Tipping Fees for C&D Waste and Inert Waste shall also be subject to increase by the Company based upon the amount of any tax, fee, assessment or surcharge imposed by any change in applicable law, rule, or regulation after the Effective Date of this Agreement applicable to the receipt or disposal of C&D Waste or Inert Waste at the Energy-from-Waste Facility.

(d) Other County Solid Waste. Nothing in this Agreement is intended to preclude the Energy-from-Waste Facility from accepting for disposal non-hazardous manufacturing and industrial process wastes or Solid Wastes that require special handling, generated in the County or a municipality located within the County. The Tipping Fees for such manufacturing and industrial wastes and special Solid Wastes shall be at rates specific to the operational requirements for handling and disposal of such wastes, as determined by the Company in its sole discretion.

(e) Granite Dust. Subject to the approval and issuance of a Permit by EPD authorizing the disposal of such materials on the Facility Site, the Energy-from-Waste Facility shall accept for handling and disposal non-hazardous granite dust generated at commercial granite manufacturing and processing operations located within Elbert County. Receipt of these materials shall be subject to operational requirements

reasonably imposed by the Company, and the Tipping Fees for such waste materials shall be determined in the Company's reasonable discretion.

(f) Yard Trimmings. Yard Trimmings from residential and commercial properties located within the boundaries of the County and its municipalities shall be accepted at the Energy-from-Waste Facility for handling and disposal, provided that Yard Trimmings must be collected and delivered separate from other Solid Wastes. The Tipping Fees for the handling and disposal of Yard Trimmings shall be determined by the Company based upon prevailing disposal rates for such waste materials in the State of Georgia and the cost of the Company to handle and dispose of Yard Trimmings at the Facility.

(g) Citizens Convenience Center. The Operator will establish and maintain after the Commencement Date a Citizens Convenience Center at a suitable, accessible location on or in close proximity to the Facility Site. Between the hours of 8:00 a.m. and 2:00 p.m. each Saturday, the Citizens Convenience Center shall be open to individual citizens of the County and municipalities located within the County for delivery of household Solid Waste from individual residences, including but not limited to white goods and bulky wastes, at no charge to County citizens. The amount of such household Solid Waste accepted at no charge shall be limited to pickup truck loads or other loads not exceeding two cubic yards.

(h) Recycling. The Citizens Convenience Center shall also be available to citizens of the County and its municipalities between the hours of 8:00 a.m. and 2:00 p.m. each Saturday for drop off of recyclables. Recyclables accepted at the Citizens Convenience Center shall include aluminum and bi-metal cans, newsprint, recyclable

cardboard materials, and white goods. The Company from time to time will evaluate other recyclable markets and in its discretion may add other materials to this list of accepted recyclables if recycling of such materials is determined by the Company to be economically viable. Recyclables shall be accepted at the Citizens Convenience Center at no charge to County citizens.

(i) County Clean-Up Days. The Company will sponsor a County-wide cleanup day twice each year, on one Saturday in the Spring and one Saturday in the Fall, to be designated by the County Board of Commissioners. During regular operating hours on these days the Company shall accept for handling and disposal at the Energy-from-Waste Facility, at no charge to the County or its citizens, any authorized non-hazardous Solid Waste collected from public property within the County requiring cleanup which is not Excluded Waste. The acceptance of Solid Waste at no charge on these annual cleanup days will not include waste for which any amount of monetary payment or fee has been or will be received by any commercial contractor or other person for collecting, transporting, or disposing of such waste. In addition, the Company will assist the County with organizing "amnesty" days for citizens of the County to deliver to the Energy-from-Waste Facility for disposal or other proper handling household hazardous materials such as electronics, computers, paint, household chemicals, residential pesticides, and medicine, at no cost to those citizens.

(j) Litter Control. The Company will provide a litter control program for collection of litter on a daily basis, from the public right-of-way on State Highway 72 for a distance of one mile in both directions from the intersection of Highway 72 with the

entrance road to the Energy-from-Waste Facility, and along that entrance road from said intersection to the entrance of the Energy-from-Waste Facility.

9. **UTILITIES.**

(a) **Public Water Supply.**

(i) The County will supply water to the Energy-from-Waste Facility by extension of the County public water system and/or by means of a suitable contract for water supply between the County and the City of Elberton public water supply system. The County agrees to deliver to the Company within sixty (60) days of the Effective Date a Commitment Letter to the County from the City of Elberton in a form reasonably acceptable to the Company evidencing the County's ability to provide public water supply to the Facility Site to satisfy the specifications provided in this subsection (a). Thereafter the Company and the County shall meet with authorized officials of the City of Elberton to reach an appropriate water supply agreement consistent with the terms of this Agreement and the anticipated needs of the Company at the Energy-from-Waste Facility.

(ii) The County will construct and install or cause to be constructed and installed an underground water supply pipeline and related water supply pipeline facilities and appurtenances including any necessary booster pump station, to a Utilities Termination Point at the boundary of the Facility Site, the location of which shall be determined by agreement of the County and the Company. The water supply pipeline will be capable of supplying water for potable consumption, production use, and fire protection, at a volume of not less than five-hundred thousand (500,000) gallons per day (GPD) and 1,500 gallons per minute (GPM)

with a residual pressure of seventy (70) lbs per square inch at the Utilities Termination Point. The Company agrees to provide the County with all construction and permanent utility easements on or across property owned by Company necessary for construction and maintenance of the water supply pipeline described herein.

(iii) Unless otherwise agreed, the County will be responsible for causing the water supply pipeline to be fully operational and supplying water to the Facility Site in the stated capacity no later than that date that is one-hundred eighty (180) days after the Company provides notice to the County that all final, non-appealable Permits have been received by the Company necessary to construction and operation of the Energy-from-Waste Facility on the Facility Site. The construction and installation of the water supply pipeline will comply with all applicable laws and be in accordance with good and accepted standard industry practices for public water system design, engineering, construction, and installation.

(iv) The Company will pay to the County the normal and customary connection (tap) fee, provided the County agrees that a reasonable connection fee should not exceed the amount of Ten Thousand Dollars (\$10,000). The County agrees to sell to the Company, and the Company agrees to purchase from the County, a continuous supply of water for potable drinking use, production use, and as necessary fire protection, at the reasonable and customary rates paid by other industries located within the County.

(v) The County intends that the cost for construction, installation, and maintenance of the public water supply described herein including related water supply pipeline facilities and appurtenances, will be paid by the County through grants or other public funding mechanisms available for public infrastructure projects including a County public water supply system. In the event the County is unsuccessful after exercising its best efforts to obtain such funding for the installation of the underground water supply pipeline as part of the County public water supply system before that date by which the water supply pipeline shall be required to commence construction in order to timely provide the required water supply to the Energy-from-Waste Facility, then the Company as necessary, with the County's cooperation, may fund in whole or in part the costs of construction and installation of the water supply pipeline and appurtenances to the Utilities Termination Point. In such event the County agrees that the costs incurred by the Company for construction and installation of the water supply pipeline shall be credited against the charges to the Company for supplying water to the Energy-from-Waste Facility after connection and initiation of water service to the Facility.

(b) Sanitary Sewer. Domestic sanitary wastewater will be discharged to an on-site septic tank system. If a public sanitary sewer system or wastewater treatment facility is developed and available in the County in the future, then domestic sanitary wastewater and leachate from the on-site landfill may be discharged from the Facility to the County public sewer system or treatment facility, subject to all applicable system discharge requirements. In such event the County agrees that the Company shall pay the

normal and customary rates for discharge to a County sanitary sewer system or treatment facility paid by other industries in the County.

(c) Other Services. The Company shall contract with the City of Elberton or other local provider for natural gas service to the Energy-from-Waste Facility. Electrical power shall be provided by an electrical power supplier providing service in Elbert County, or through electrical power generated by the Facility itself. The Company shall contract with a qualified provider for telecommunication facilities and connections. The utility services and connections shall be obtained by the Company during Facility construction. The County agrees upon reasonable request by the Company to cooperate with and assist the Company to obtain these necessary utility services and connections.

(d) Fire Protection. The Company agrees that if the provision of County fire protection services to the Energy-from-Waste Facility, during construction or operation, requires additional training of County fire protection personnel, or reasonably requires the County to purchase additional fire protection equipment, then subject to the Company's prior approval (which shall not be unreasonably withheld) the Company shall reimburse the County, upon reasonable written proof of the amount thereof, such additional costs incurred by the County.

10. TERM. The Term of this Agreement shall commence as of the Effective Date and shall continue for a period of thirty (30) years after the Commencement Date (the "Primary Term"), unless sooner terminated under the terms of Section 15 of this Agreement. If the Company notifies the County in writing prior to the end of the Primary Term that the operating life of the Energy-from-Waste Facility will extend beyond the Primary Term, and the Company requests the Term of this Agreement be extended

beyond the Primary Term, then this Agreement, upon written notice from the Company to the County, shall thereupon automatically be extended for an additional period of time not to exceed fifteen (15 years) (the "Extended Term") from the expiration of the Primary Term. The Company and the County by mutual agreement prior to expiration of the Extended Term may extend the Term for an additional period of time following the Extended Term. Unless otherwise agreed between the parties, the terms and provisions of this Agreement shall remain in full force and effect between the parties during any such Extended Term of the Agreement.

11. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

(a) **Representations, Warranties and Covenants of the County.** The County represents, warrants, and agrees as follows: (i) the County is validly existing as a political subdivision in good standing under the laws of the State of Georgia, and the County through its Board of Commissioners has full power and authority to enter into this Agreement and to perform all obligations hereunder; (ii) the County has determined that it is in the public interest of the County and its citizens to enter into this Agreement, and the County's Board of Commissioners has duly authorized the execution and delivery of this Agreement and the County's performance of the obligations contained herein; (iii) this Agreement constitutes a valid and legally binding obligation and agreement of the County enforceable in accordance with its terms; (iv) there is no action, suit, or other legal proceeding pending or threatened against or affecting the County which would adversely affect the transactions contemplated herein, except for the action brought in a Verified Complaint for the Invalidation of a Land Use Decision and/or for Alternative Declaratory and Injunctive Relief by *Sweet City Landfill, LLC, et. al. v. Elbert County,*

Georgia, et. al.; (v) the execution, delivery and performance of this Agreement by the County will not result in a violation or conflict with any ordinance, agreement, judgment, decree, order, statute, rule, or governmental regulation to which the County is a party or by which the County is bound; and (vi) subject to the Company's indemnity obligations in Section 16, the County will defend, and cooperate and assist the Company in defending, any claim or suit seeking to invalidate this Agreement or any right of the Company or obligation of the County provided in this Agreement.

(b) Representations, Warranties and Covenants of the Company. The Company represents, warrants, and agrees as follows: (i) it has been duly organized under the laws of the State of Georgia, and it is qualified to do business in the State of Georgia and will continue to be qualified throughout the Term hereof so long as the Company is a party to this Agreement; (ii) the Company has all requisite corporate powers and authority to enter into and fully perform this Agreement; (iii) the Company's execution and delivery of this Agreement and performance of its obligations contained herein have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement is enforceable against the Company in accordance with its terms; and (iii) there is no action, suit, or legal proceeding pending or threatened against or affecting the Company wherein any decision would materially and adversely affect the transactions contemplated herein with the exception of the legal action referred to in subsection (a) of this Section.

12. FORCE MAJEURE. From and after the Commencement Date, in the event the Company or the County is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, the obligations of

the Company or the County may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. At any time the Company or the County intends to rely upon an event of Force Majeure to suspend its obligations under this Agreement as provided in this Section, the Company or the County shall notify the other party as soon as reasonably practicable describing in reasonable detail the circumstances of the event of Force Majeure, and notice shall be given when the event of Force Majeure has ceased.

13. **INSURANCE AND FINANCIAL RESPONSIBILITY.**

(a) **County Additional Insured.** The Company shall cause the County to be named as an additional insured on all insurance policies required by these provisions.

(b) **Liability Insurance Coverage.** Beginning no later than the commencement of construction of the Energy-from-Waste Facility, and continuing so long as this Agreement remains in effect and such insurance coverage remains reasonably available, the Company will carry liability insurance insuring the Company against claims arising out of the Company's construction and operation of the Energy-from-Waste Facility, as follows: (i) public liability insurance in the sum of at least Two Million Dollars (\$2,000,000) insuring the Company against property damage claims arising out of the Company's construction or operation of the Energy-from-Waste Facility; (ii) commercial general liability insurance coverage with combined single limits of no less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate; and (iii) commercial automobile liability insurance coverage with limits of no less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage. Such liability insurance shall be carried with an insurance company or

companies licensed to do business and in good standing in the State of Georgia. The Company will furnish the County with certificates attesting to the existence of such liability insurance coverages.

(c) Financial Responsibility – Facility Operation. The Company will comply with all applicable state or federal laws or regulations now or hereafter enacted with respect to financial responsibility for emergency action, preventive or corrective actions, monitoring, and related actions regarding the Energy-from-Waste Facility, including but not limited to participation in the Georgia Solid Waste Trust Fund provided for in Section 12-8-27(1) of the Georgia Solid Waste Management Act.

(d) Financial Responsibility – Post-Operation. The Company will comply with all applicable state or federal laws or regulations now or hereafter enacted with respect to financial responsibility for closure and post-closure care of the Energy-from-Waste Facility including but not limited to participation in the Georgia Solid Waste Trust Fund provided for in Section 12-8-27(1) of the Georgia Solid Waste Management Act. Upon final approval of a financial responsibility instrument for the Energy-from-Waste Facility by the State of Georgia EPD, the Company will provide to the County complete copies of all approved financial responsibility documentation and EPD approvals.

14. **DEFAULT AND REMEDIES.**

(a) Default. An event of default shall mean a breach of this Agreement by the Company or the County, which breach is not cured pursuant to the provisions of this Section. A “breach” shall mean a material failure of a party to comply with a material term or obligation of this Agreement which results in harm, damage, or injury to the other party. In the case of any breach of this Agreement, the breaching party shall either (i)

cure the breach within sixty (60) days of receipt of written notice from the non-breaching party, or (ii) continuously demonstrate within such cure period that it is actively and diligently pursuing a course of action which can reasonably be expected to lead to a cure of the breach, and in such case the sixty (60) day cure period will be extended for so long as the breaching party is actively, diligently and continuously pursuing such a course of action to cure the breach. Notwithstanding the foregoing, in the event of a failure of any party to this Agreement to pay the other party or parties any sum of money required to be paid when due under the terms of this Agreement, the cure shall consist of payment to be made within fifteen (15) days of written demand from the non-breaching party, together with interest accruing at the legal rate from the date the payment was originally due, unless such payment is the subject of a dispute between the parties and the dispute resolution procedures provided in Section 6(g) have been commenced.

(b) Remedies. In the event of a default under this Agreement, the non-defaulting party, upon five (5) days prior written notice to the defaulting party, shall have the right, but not the obligation or duty, to cure such default, including the right to offset the cost of curing the default against any sums due or which become due to the defaulting party under this Agreement. In the event a default occurs in the payment obligations of either party and is not cured in the manner allowed hereunder, then this Agreement shall continue in force and effect, but the non-defaulting party (subject to the terms of Section 6(g) governing disputes concerning payment of Host Fees) shall have the right to take whatever action it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement.

(c) County Waste Disposal Assurance. Subject to the provisions of Section 10 with respect to events of Force Majeure, if the Company during the Term of this Agreement after the Commencement Date is unable for any reason not caused by the Company to accept County Waste as provided in Section 7(a) for a continuous period of three (3) business days, and the County is therefore required temporarily to dispose of County Waste at some other solid waste disposal facility, then the Company agrees to reimburse the County for the actual cost of disposal of the County Waste at such other solid waste disposal facility, but only for so long as the Energy-from-Waste Facility is unable to accept County Waste for disposal.

15. TERMINATION OF AGREEMENT

(a) Termination by Company. The Company will have the right to terminate this Agreement at any time upon occurrence of any of the following events: (i) upon the failure of any Condition Precedent enumerated in Section 3 hereof, or if all Conditions Precedent have not been satisfied within sixty (60) months of the execution of this Agreement, provided that the failure to satisfy a Condition Precedent is not the result of any intentional act or omission of the Company; (ii) EPD fails or refuses to issue, grant, or renew any Permit, license, consent, authorization, or approval required by the Company for the construction, operation, or continuation of operation of the Energy-from-Waste Facility; (iii) EPD permanently suspends, revokes, or terminates any Permit or other license, consent, authorization, or approval necessary for continuation of operation of the Energy-from-Waste Facility provided that the Company has made all reasonable and diligent efforts to comply with the EPD requirements in good faith; (iv) a change occurs in any applicable law, regulation, rule, ordinance, or Permit condition or in

the interpretation or enforcement thereof, or any new law, regulation, rule, ordinance or permit condition is imposed or takes effect, the impact of which prevents or materially adversely impairs the ability of the Company to construct, operate, or continue to operate the Energy-from-Waste Facility or to carry out the Company's performance obligations under this Agreement; (v) any order, judgment, action or determination of any federal, state or local court, agency or governmental body is entered or imposed which prevents or materially adversely impairs the ability of the Company to construct, operate, or continue to operate the Energy-from-Waste Facility or to perform its obligations under this Agreement; (vi) an event of Force Majeure occurs and continues unabated for a period of 180 days which, in the Company's sole discretion, renders the construction, operation, or continued operation of the Energy-from-Waste Facility impossible or unfeasible for financial or other reasons; (vii) the Company determines in its reasonable discretion that the Energy-from-Waste Facility cannot feasibly or economically continue to be operated for reason(s) other than the grounds for termination specifically described above in this Section; (viii) a default of this Agreement is committed by the County that is not cured in accordance with the Terms of this Agreement (subject to the Company's right to waive such default by the County). If the termination of this Agreement by the Company occurs subsequent to the Commencement Date for a reason described above in paragraphs (iii) or (vii), the Company agrees that, for a period of two (2) years from the date of the Company's notice of termination, the Company will continue to provide the County assurance of disposal capacity for County Waste on the same financial terms as provided in Section 7, at the Energy-from-Waste Facility or at an alternative qualified waste disposal facility. The Company shall also have the right to terminate this

Agreement at any time if the County, acting through a majority of the Board of Commissioners, brings aides, supports, or participates in any legal proceeding seeking to invalidate this Agreement or to terminate any right of the Company or obligation of the County under this Agreement.

(b) Termination by County. The County shall have the right to terminate this Agreement in the event a default of this Agreement is committed by the Company. The County agrees that in the event any such termination of this Agreement by the County occurs subsequent to the Company's receipt of the Permits, the County's remedy for such default shall be limited to a claim for damages, if any, caused by such default. The Company will remain liable for payment of all Host Fees, if any, accrued and payable pursuant to Section 6 of this Agreement as of the date of delivery to either party of a notice of termination in accordance with the terms of this Section 15.

(c) Termination Notice. Any termination of this Agreement shall be by written Notice of Termination delivered to the other party, setting forth in detail the reason(s) for termination. Unless otherwise agreed by the Parties, termination of the Agreement shall be effective thirty (30) days after the date of delivery of such written Notice of Termination.

(d) Project Continuation. The County acknowledges and agrees that a termination of this Agreement by the County shall not prevent or preclude the right of the Company, in accordance with applicable law and the Permits, to permit, construct, operate, or continue to operate the Energy-from-Waste Facility contemplated by this Agreement. Termination of this Agreement by the County shall not release the Company

from any obligation imposed upon the Company by the Permits or by any Environmental Law concerning the operation, closure, or post-closure maintenance, or otherwise.

16. **INDEMNIFICATION.** Except to the extent caused by or resulting from the negligence or willful misconduct of the County or any of its commissioners, officers, or employees, or caused by or resulting from the breach by the County of any agreement, representation, or warranty of the County contained in this Agreement, the Company agrees to indemnify and hold harmless the County, including its commissioners, officers and employees (collectively the "County Indemnities"), from and against any loss, claim, suit, cause of action, liability, penalty, fine, demand, or damages, and related costs and expenses, including cost of defense, monetary settlement, and reasonable attorney's fees and expenses of litigation ("Indemnified Costs"), caused by or resulting from the following: (i) any negligent or willful act or omission of the Company, its agents, employees, or contractors in connection with the Company's development, construction, or operation of the Facility, (ii) breach by the Company of any of the agreements, representations, warranties, or covenants of the Company contained in this Agreement, or (iii) arising from the existence of this Agreement or actions of the County pursuant to the County's obligations under this Agreement (an "Indemnified Claim"). The Company will reimburse the County Indemnitees for Indemnified Costs resulting from an Indemnified Claim, within forty-five (45) days of receipt from the County of invoices or other satisfactory documentation of such Indemnified Costs and the amount thereof. The County Indemnitees agree they will employ legal counsel, experts and other professionals only when reasonably necessary to defend any Indemnified Claim, and that such professionals shall be retained by the County at rates that are reasonable and consistent

with prevailing market rates for the nature of the services provided. Retention of such professionals by the County in connection with an Indemnified Claim shall be subject to the approval of the Company, which shall not be unreasonably withheld. Nothing herein shall limit the ability and the obligation of the County Indemnitees to assert any sovereign immunity, official immunity, or legislative immunity defense, or any other defense under applicable law, against any claim or suit described herein involving an Indemnified Claim.

17. **ASSIGNMENT.**

(a) **By Company.** Provided that the Company is not in default hereunder, the Company shall have the right to assign this Agreement and all rights and obligations of the Company hereunder to any other person or entity, upon written notice to the County. Prior to the effective date of such assignment or transfer, an assignee or transferee of this Agreement shall be required to assume in writing all rights, obligations, and liabilities of the Company to the County under this Agreement. An assignment of this Agreement shall be subject to the County's right to require that the proposed assignee provide documentation reasonably demonstrating the financial ability of the assignee to carry out the terms of this Agreement. In the event of an assignment or transfer of this Agreement, the term "Company" as used herein will apply in all respects to such assignee or transferee. The County agrees that a change of control of the Company, through a sale of all or any part of the ownership interests or through a merger, will not require assignment of this Agreement, provided that in the event of a sale of the majority ownership interest in the Company or a merger of the Company into another entity, the County may require that it be provided with documentation reasonably demonstrating the financial ability of

the new owner to carry out the terms of this Agreement. In the event the Company proposes to enter into a lease or operating agreement for the Energy-from-Waste Facility, the County shall have the right to require documentation reasonably demonstrating the financial ability of such lessee or operator to carry out the terms of this Agreement.

(b) By County. This Agreement may not be assigned by the County to any other person or governmental entity. Provided, however, that with the prior Agreement of the Company the County may assign this Agreement to a County-controlled Solid Waste Management Authority or Resource Recovery Authority, if any, created or activated by the County after the Effective Date pursuant to applicable Georgia law.

18. MISCELLANEOUS.

(a) Local Taxes. For purposes of State and County ad valorem property taxation, the facility site and all improvements thereon will be assessed at their fair market value in the same manner as comparable commercial industrial properties located in the County. To the extent allowed by law, all vehicles and equipment owned by the Company and based at the Energy-from-Waste Facility will be registered and taxed in the usual manner in Elbert County.

(b) Public Education. The Company agrees that it will provide access to the Energy-from-Waste Facility and appropriate literature for field trips by classes of students from the public school system or other schools located in the County who are studying environmental sciences or similar studies the Company also agrees to provide access for field trips by local civic groups or similar groups, as requested by the County. All such field trips shall be scheduled at appropriate times by the Company, and shall be

coordinated with the Company by appropriate, authorized officials of the schools or organizations requesting such field trips.

(c) Use of Facilities. The Company agrees that it will provide to the County and to the Development Authority of Elberton, Elbert County, and Bowman access to and use of an appropriate conference room within the Energy-from-Waste Facility for industrial recruitment activities, as reasonably requested by the County. All such meetings shall be scheduled at appropriate times with the Company by the County or the Development Authority. Additionally, the Company agrees that it will provide and maintain a recreation area on the Facility Site, including at a minimum a picnic shelter, picnic tables, and a grassy common area, for use by County citizens within reasonable hours and with reasonable restrictions on use, to be determined by the Company and the County by mutual agreement.

(d) Solid Waste Planning. The parties agree that the County may make such changes to the Solid Waste Management Plan as it deems necessary during the Term of this Agreement, provided that such changes do not impair or alter any rights granted to the Company by the terms of this Agreement, seek to alter any rights granted by the Permits or to impose any environmental condition not contained in the Permits, or to change any applicable state solid waste laws or regulations applicable to the Energy-from-Waste Facility. The County agrees that any changes to the Solid Waste Management Plan pertaining specifically to the Energy-from-Waste Facility must be agreed to by the Company.

19. **NOTICES.** All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or by registered or certified United States Mail, return receipt requested, properly addressed as follows:

To the Company: Plant Granite LLC
132 Riverstone Terrace, Suite 103
Canton, GA 30114
Attention: Ernest C. Kaufmann

With a Copy To: Robert C. Norman, Jr.
Jones Cork & Miller, LLP
P.O. Box 6437
435 Second Street
SunTrust Bank Building
Macon, GA 31208-6437

To the County: Elbert County Board of Commissioners
45 Forest Avenue
Elberton, GA 30635
Attention: Chairperson

With a Copy To: Elbert County Administrator
45 Forest Avenue
Elberton, GA 30635

And: Bill Daughtry
Bill Daughtry, Attorney-at-Law, LLC
704 Elbert Street
P.O. Box 6267
Elberton, Georgia 30635
Elbert County Attorney

A change of address by either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery if personally delivered in writing, or if such notice is sent by registered or certified United States mail as provided above, then upon the third regular business date following the date on which such notices deposited

with the United States Postal Service or upon actual delivery as shown by a return receipt, whichever first occurs.

20. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws principles.

21. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties further agree that in lieu of any material term or provision held to be invalid, illegal or unenforceable, there shall be added by mutual consent as part of this Agreement an alternative term or provision (to the invalidated term or provision) as shall be valid, legal and enforceable.

22. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23. **CONSTRUCTION.** This Agreement is a result of joint negotiations and authorship and, therefore, no part of this Agreement shall be construed as the product of any one of the parties hereto.

24. **FURTHER ASSURANCE.** The parties each agree to cooperate in good faith to enter into such amendments or addenda to this Agreement as shall be reasonably necessary to carry out the purposes and intent of this Agreement.

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement and understanding between the Company and the County and, unless otherwise specifically provided, cancels and supersedes all prior negotiations, representations, understandings and agreements, whether written or oral, between the parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

26. **COUNTERPARTS.** This Agreement may be executed in two (2) counterparts each of which will be considered an original.

27. **AUTHORITY OF PARTIES.** The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of the respective party for the purpose of duly binding that party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials, pursuant to authorization contained in duly adopted resolutions, as of the day and year first above written.

[Signatures Continued on Next Page]

PLANT GRANITE LLC

By: GreenFirst, LLC
Its: Manager

By: _____
Name: Ernest C. Kaufmann
Title: Managing Member and
CEO

Date of Execution: _____

Attest: _____

Title: _____

ELBERT COUNTY, GEORGIA

By: _____

Name: _____
Title: Chairperson, Elbert County
Board of Commissioners

Date of Execution: _____

Attest: _____

Title: _____

[COUNTY SEAL]

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

The Facility Site consists of a tract or parcel of property encompassing an area of approximately 220 acres in Elbert County located south of Georgia Highway 72 (Athens Highway). The location and approximate boundaries of the Property are shown in the diagram attached hereto as Attachment A-1. The Property may hereafter include additional acreage in a westerly and southwesterly direction, consisting of approximately 20-40 acres, to include additional land area necessary for ancillary facilities and additional buffer areas. This Description shall be amended or replaced hereafter at such time as a final survey or other complete delineation of the Facility Site and boundaries is prepared. Such final survey and associated legal description shall thereupon be incorporated in and made a part of this Exhibit "A" without further agreement or actions of the parties.

ATTACHMENT A-1 TO HOST AGREEMENT

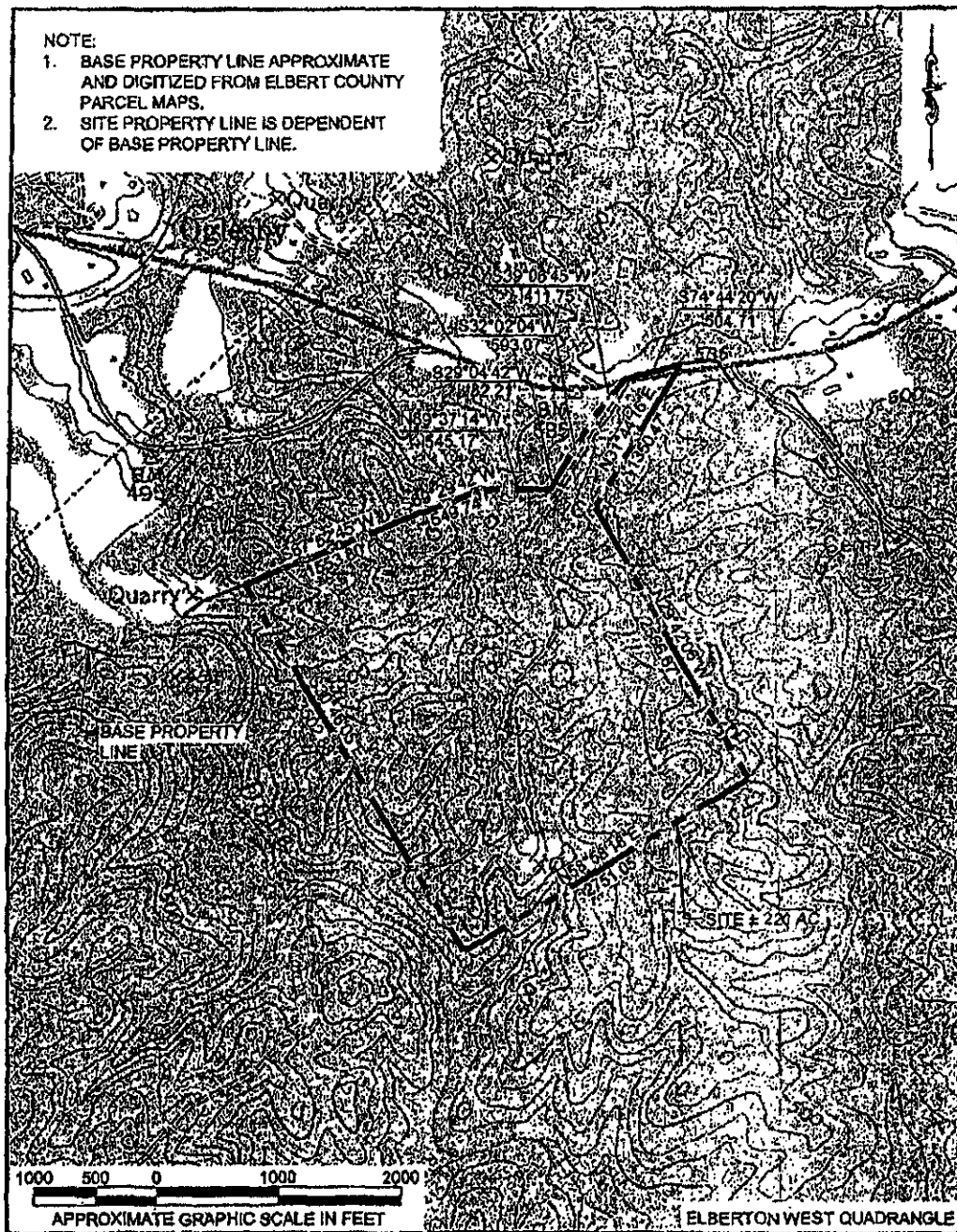


EXHIBIT "B"

PROPERTY VALUE ASSURANCE PROGRAM - PLANT GRANITE

1. **Effective Date.** This Property Value Assurance Program ("the Program") shall take effect when the Company (as defined in the Host Agreement) has received all final, non-appealable Permits (as defined) for the construction and commencement of operation of the Plant Granite Energy-from-Waste Facility in Elbert County ("the Facility"), and as of that date the Facility commences commercial operation (the "Effective Date").

2. **Eligibility.** The Program will be available to property owners who hold legal title to residential real property located within a one (1) mile radius of the boundaries of the Facility identified in the Permits, as of the effective date of the Host Agreement between the Company and Elbert County (the "Eligibility Date"). As used herein, residential real property means property consisting of no more than twenty (20) acres which, as of the Effective Date, contains a personal residence occupied or leased by the property owner, or which as of that date is zoned and intended by the owner for residential use if a residence has not yet been constructed on that property. Eligibility to participate in the Program extends only to the owner of such property on the Eligibility Date and will not be transferable to a subsequent purchaser after that Eligibility Date.

3. **Participation in Program.** On or about the Effective Date, the Company will provide written notice by certified mail to each eligible property owner of the rights and obligations provided by this Program, including the Owner's right to participate in the Program, the Effective Date of the Program, and the requirements for participation in

the Program. A copy of this Exhibit "B" to the Host Agreement shall be provided to the property owner with such notice. The property owner may elect to participate in the Program by delivering notice to the Company in writing, no later than ninety (90) days after the date of receipt of such notice from the Company, that the property owner desires to participate in the Program. The property owner (hereinafter the "Participant") at the same time of such notification to the Company of the Participant's election to participate in the Program shall also provide the Company with a copy of the deed or other legal instrument demonstrating the owner's legal ownership of the property, including a complete legal description and any existing survey plat of the owner's property. A property owner who fails to timely elect to participate in the Program in this manner will not thereafter be eligible to participate.

4. Sale of Property. If an eligible property owner, during the Term of the Program as defined below, desires to sell his or her eligible property, then property owner must notify the Company in writing, and provide the Company with a written appraisal of the Property, performed by a qualified appraiser having at least five (5) years of appraisal experience and having no current or formal relationship with the Company or the property owner. If the Company disagrees with the appraised value of the property provided by the owner, then the Company may obtain a second, independent appraisal of the property, at the Company's expense. If the second appraisal results in an appraised value of the property which is less than the first appraisal by more than five percent (5%) of the first appraisal value, then the average of the two appraisals will constitute the fair market value of the property for purposes of this Program.

5. Property Value Protection. To be eligible for the property value protection provided under the Program, the Participant's property (a) must be offered or listed for sale by the Participant at a price no less than the appraised fair market value as determined by the appraisal method described in Section 4 above, and (b) must be sold to a *bona fide* purchaser for value, meaning a third party not related by blood, marriage, or business association to the Participant and with whom the Participant has entered into a good faith, arms length agreement in writing for sale and purchase of the property for a *bona fide* price. Upon closing the sale of the Property to a *bona fide* purchaser, the Participant shall furnish the Company complete and accurate copies of any sales contract and all closing documents pertaining to the sale, including the deed or other legal instrument transferring title to the purchaser. If the Participant sells his or her property, and if the actual sales price is less than the fair market value of the property as determined under Section 4 above, then the Company will reimburse the Participant for the difference between such actual sales price as shown in the closing documents and the fair market value as determined by the appraisal method described in Section 4. Unless the Company has notified the Participant that the information provided by the Participant is incomplete, or the Company has notified the participant of an objection to the Participant's request for reimbursement due to a failure to comply with the Terms of the Program, the Company shall reimburse the Participant the amount due under the Terms of this Section 5 no later than thirty (30) days from receipt of the Participant's request for reimbursement and the required documentation.

6. Term of Program. This Program shall remain in effect for a period of ten (10) years from the Effective Date. No Participant shall have any rights under the

Program after that termination date, unless the Company has received from the Participant prior to that termination date the written notification and documentation of a sale of the Participant's property as required by Section 5.

7. Release. Each Participant, by and through his or her election to participate in the Program, agrees that such participation will be in lieu of any legal complaint, claim, or demand alleging that the value of the Participant's property has been damaged or diminished due to the presence or operation of the Facility. In consideration for the benefits of participation in this Program, the Participant may be requested, with receipt of notification from the Company of the Participant's eligibility to participate in the Program, a request that the Participant execute a written waiver and release of all rights to assert any such complaint, demand, or suit against the Company in consideration of the Participant's election to exercise the rights granted by this Program.

8. Wherever used herein, the term "Company" shall have the meaning given that term in the Host Agreement. As used herein the term "Participant" with respect to any property having any more than one owner shall be deemed to include all such owners.