

MOBILITY FUNDING AGREEMENT

This Mobility Funding Agreement (the "Agreement") is entered into by and between Blue Ridge Landfill TX, LP ("Blue Ridge") and Fort Bend County ("FBC") (collectively referred to herein as the "Parties").

Recitals

WHEREAS, FBC and Blue Ridge are parties to an Agreement, effective February 11, 1991 (the "Contract") between FBC and Blue Ridge's predecessor Browning-Ferris Inc.

WHEREAS, the Parties acknowledge that bona fide disputes and controversies exist between them related to payments under the Contract, both as to liability and the amount thereof, if any (the "Dispute").

NOW THEREFORE, in consideration of the undertakings, covenants, promises, recitals and mutual releases as set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties agree as follows:

1. Payment of Mobility Funds

Blue Ridge agrees to pay to FBC the total sum of **\$ 6,480,141.62** (the "Mobility Payment") by wire transfer or check payable to Fort Bend County as follows:

- 1. \$2,000,000.00 on or before January 15, 2021;**
- 2. \$500,000.00 on or before September 6, 2021;**
- 3. \$1,000,000.00 on or before September 5, 2022;**
- 4. \$1,000,000.00 on or before September 5, 2023;**
- 5. \$1,000,000.00 on or before September 5, 2024;**
- 6. \$980,141.62 on or before September 5, 2025;**

It is understood and agreed that the Mobility Payment is to compromise disputed claims, avoid litigation and buy peace, and that no payment, release or consideration shall be construed as an admission of liability; all such liability being expressly denied.

It is further agreed that the Mobility Payment made by Blue Ridge pursuant to this agreement as set forth above are to be utilized by FBC for mobility projects, including but not limited to the Lake Olympia Mobility Project, as determined by the FBC Commissioner's Court in their sole discretion. However, under no circumstance shall these payments be utilized to reduce, extinguish or otherwise affect Blue Ridge's obligation, if any, with regard to the Lake Olympia Mobility Project.

2. Full and Final Release

Upon payment in full of the amounts set forth in Section 1 above FBC in consideration of the releases, representations, and agreements of Blue Ridge in this Agreement, FBC will

RELEASE, ACQUIT, DISCHARGE AND COVENANT TO FOREVER HOLD HARMLESS Blue Ridge, as well as its current and former corporate affiliates, parent companies, subsidiaries, related entities, agents, officers, directors, attorneys, employees, representatives, assigns, predecessors, and successors from and against any claims, debts, demands, damages, causes of action, and injuries of every nature whatsoever, known or unknown, that in any way relate to or arise, directly or indirectly from the arrearages that are the subject matter of the Dispute. This release includes any claim for attorneys' fees. This release does not include any claim for breach of this Agreement nor any claim related to Blue Ridge's obligation, if any, to fund the Lake Olympia Mobility Project.

3. Confidentiality

The Parties agree not to disclose, discuss or reveal the terms, conditions or amounts of this Agreement to any person or entity, other than their employees, officers, directors, attorneys, accountants, tax advisors, consultants, insurers, and state and federal regulatory authorities, except as required by court order and any law or regulation. Should an exceptional disclosure be required, the Party disclosing the information will notify the other Party as soon as practicable and agrees to use reasonable efforts to effect this notification prior to disclosing the information.

The Parties further acknowledge and agree that FBC is subject to the provisions of Tex. Government Code Section 552.001, *et seq.*, and that pursuant to a proper request under the Texas Public Information Act, FBC may be required to disclose information related to this Agreement unless the requested information is subject to the exemptions set forth in Tex. Government Code Sections 552.101 – 160. If any information is requested related to the Agreement, the Dispute, or the Contract, FBC will produce only information required to be produced under the applicable statutes, excluding information set forth in the statutory exemptions. Should such disclosures be necessary, FBC agrees to use reasonable efforts to notify Blue Ridge in writing or by email of its receipt of a request under the Texas Public Information Act, requiring disclosure of any information that is subject to the confidentiality provisions of this Agreement prior to such disclosure. The notice shall be directed to:

**MICHEAL DOBBS and
WILLIAM PETIT
Kelley Drye & Warren LLP
515 Post Oak Blvd.
Suite 900
Houston, Tx. 77027
Tel: (713) 355-5000
mdobbs@kelleydrye.com
wpetit@kelleydrye.com**

The Parties agree that this confidentiality agreement is a material part of the consideration of this Agreement, and a breach thereof will be considered a material breach of the Agreement.

4. Non-Disparagement

The Parties agree not to make any false, misleading, or disparaging statements, either directly or indirectly, to the media or members of the general public or with the intent that the comments reach the media or the general public, about the opposing Party. Disparaging statements include statements that are false, statements that are misleading, and statements that might tend to cast the opposing Party in a negative light, regardless of their truth or falsity.

5. No Material Breach

The Parties acknowledge and agree that Blue Ridge has not materially breached the Contract and that neither Party to this Agreement makes any acknowledgement or admission of any liability or wrongdoing to any other Party to this Agreement concerning their performance under the Contract. The Parties expressly agree that this Agreement is made for the sole purpose of compromising claims that are disputed as to validity and amount. The Contract will continue in full force as provided therein.

Warranties and Representations

The Parties warrant and represent: (i) that they have read and fully understand the terms, conditions and effects of this Agreement; (ii) that no promises or inducement for this Agreement have been offered or made except as expressly stated in this Agreement; (iii) that this Agreement is executed without reliance on any statement or representation by any other party or their employees, representatives, directors, officers, agents, affiliates or attorneys; (iv) that neither Blue Ridge, nor anyone acting on its behalf has made any representations or warranties as to any tax issues or provided tax advice to FBC regarding or relating to this Agreement or payment of the Settlement Payment; (v) that they have not assigned, transferred or granted to any person or entity, any of the causes of action, claims or demands that are being released in this Agreement; (vi) that they understand the terms of the Agreement; and (vii) that they have executed this Agreement voluntarily.

6. Entire Agreement

This Agreement contains the entire agreement among the Parties and supersedes all prior agreements, understandings, negotiations, and discussions, oral or written. No modification of this Agreement shall be binding unless made in writing and signed by each of the Parties.

7. Governing Law

This Agreement shall be interpreted, construed and enforced exclusively in accordance with the laws of the State of Texas. If a dispute arises with respect to the enforcement of the Agreement or if any legal proceeding shall be brought to enforce or interpret any provision in this Agreement, or to recover damages for breach of this Agreement, such action shall be brought in state or federal courts in Fort Bend County, Texas.

8. Miscellaneous

This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute but a single agreement, and each of which shall be deemed an original. This Agreement is the result of substantial negotiations between the Parties. This Agreement shall be deemed to have been mutually prepared by the Parties, and shall not be construed against either as the drafter. If and to the extent that any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired.

EACH SIGNATORY TO THIS AGREEMENT HAS ENTERED INTO SAME FREELY AND WITHOUT DURESS AFTER HAVING THE OPPORTUNITY TO CONSULT WITH ATTORNEYS OR OTHER PROFESSIONALS OF THEIR CHOICE. EACH SIGNATORY AGREES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT.

SIGNED AND EXECUTED this 23rd day of September, 2020.

FORT BEND COUNTY

KP George

By: KP George (Printed Name)

Its: County Judge (Title)

BLUE RIDGE LANDFILL TX, LP

Richard Kang

Richard Kang
By: _____ (Printed Name)

For its General Partner, Allied Waste Landfill Holdings, Inc.