

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF WINTERS
AND USA OF CALIFORNIA, INC.**

This First Amendment to Franchise Agreement (the "First Amendment") is entered into this 1st day of August, 2017 by and between the CITY OF WINTERS ("CITY") and USA WASTE OF CALIFORNIA, INC. (DBA Waste Management of Winters) ("CONTRACTOR"). The parties to this First Amendment may be collectively referred to as the "Parties" and individually as a "Party". Capitalized terms in this First Amendment shall have the meaning set forth in the Agreement, unless otherwise defined herein.

WHEREAS, CITY and CONTRACTOR are parties to a Franchise Agreement dated June 20, 2017 (the "Agreement") under which CONTRACTOR provides Collection Services in the Service Area. The Collection Services include the provision of Commercial Organic Waste Collection Services, but the Parties mistakenly omitted a CONTRACTOR rate for such services in Exhibit 1 (Service Rates) of the Agreement. The Parties desire to amend Exhibit 1 of the Agreement to include Service Rates for Commercial Organic Waste Collection Services.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

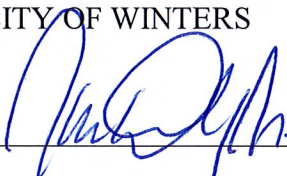
1. Effective July 1, 2017, Exhibit 1 of the Agreement is replaced by the Exhibit 1 attached hereto.
2. All provisions of the Agreement not modified by this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF WINTERS

USA WASTE OF CALIFORNIA, INC.

By: _____



By: _____



Name: _____

John A. Donleavy, Jr.

Name: _____

Barry Skolnick

Title: _____

City Manager

Title: _____

President