DEVELOPMENT AGREEMENT

This Development Agreement (the "Development Agreement") is made this _____ day of _____, 2026 (the "Effective Date") by and between the **City of Akron**, a chartered municipal corporation organized and existing under the laws of the State of Ohio (the "City"), duly authorized by Ordinance No. 2026-_____, **Akron Regional Landfill, Inc.**, a Delaware corporation ("ARLI"), and ARLI's parent corporation **Waste Management of Ohio, Inc.**, an Ohio corporation ("WMOH") (ARLI and WMOH together referred to as "Developer" or "WM") (the City and Developer each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the City and ARLI are parties to a Waste Disposal Agreement dated November 9, 1998, as amended on September 5, 2019 (the "First Amendment") and on November 20, 2023, (the "Second Amendment"), by which ARLI agreed to accept for disposal and the City agreed to deliver solid waste collected by the City and its designated contractors at the Akron Regional Landfill on Hardy Road, or if the landfill ever closed permanently, at an affiliated solid waste transfer station within the City limits (collectively the "Disposal Agreement" or "Agreement"); and

WHEREAS, during the term of the Agreement, the Akron Regional Landfill ceased operations and disposal of the City's waste has continued to be facilitated by the operation of the Akron Transfer Station located at 389 Fountain Street in Akron, 44306, (the "Fountain Street TS"), which is owned and operated by ARLI's corporate affiliate, WMOH; and

WHEREAS, the Developer has determined to construct a state-of-the-art waste transfer station on property owned by the Developer consisting of approximately fourteen (14) acres, which is located within the City as identified on **Exhibit A** (the "Property"). The creation of this new transfer station will render the Fountain Street TS obsolescent and unnecessary; and

WHEREAS, the Parties agreed in the Second Amendment to a three (3) year extension expiring December 31, 2026, and an additional, conditional, twenty-five (25) year term extension (the "25 Year Extension"), with a set of conditions precedent stated in Section 2 of the Second Amendment. The Parties acknowledge and agree that as of the date of the execution of this Development Agreement, the conditions precedent necessary to trigger the 25 Year Extension have not been fully met; and

WHEREAS, the term of the Disposal Agreement is set to expire on December 31, 2026, and the Parties desire to extend the term so that Developer has sufficient time to complete construction of the new waste transfer facility on the Property and the decommissioning of the Fountain Street TS; and

WHEREAS, in light of the Developer's commitments to pursing the construction of a new transfer station on the Property, the decommissioning of the Fountain Street TS, and the other covenants provided herein, the City is willing to enter into this Development Agreement, which amends and extends the Disposal Agreement as set forth herein; and

WHEREAS, previously, the City, under its home rule powers and acting through its City Council by Ordinance No. 16-2026 passed January 26, 2026, approved the Archwood Redevelopment Plan (the "Plan"). The Property is located within the boundaries of the Plan area; and

WHEREAS, the Plan, which is on file in the office of the Clerk of the City Council, provides for various public actions to eliminate and prevent the recurrence of blight in the Plan area, and for redevelopment according to the Plan; and

WHEREAS, the City, as a municipal corporation engaged in urban redevelopment, previously acquired the Property and transferred the Property to the Developer, for the purposes of carrying out the Plan, which includes construction of the aforementioned waste transfer station and related improvements (the "Improvements"); and

WHEREAS, the City has determined that it is necessary and in the best interests of the City to provide for the making of service payments in lieu of taxes by the Developer and any successors in interest with respect to the Property pursuant to and in accordance with Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 (the "Act"); and

WHEREAS, the City has determined that the redevelopment of the Property with the Improvements is necessary for the purposes of carrying out the Plan, and to provide for the preservation of the Plan area with the productive development and reuse of property located in the Plan area by, in part, addressing property conditions that preclude and inhibit environmentally sound and/or economic use or reuse of property.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration described in this Development Agreement, the receipt and sufficiency of which are acknowledged, and intending to be legally bound as described herein, the Parties agree as follows:

Section 1. The Developer's Improvement Plans.

The Developer has submitted plans, drawings, and other materials in connection with the Improvements (the "Improvement Plans"). The City's Department of Planning and Urban Development has reviewed and approved the Improvement Plans.

If the Developer desires to make any material change to the content of the Improvement Plans, the Developer must submit the proposed change to the City for its review and approval. Any disapproval of that change by the City will be made in writing (setting forth details) to the Developer within ten business days of original receipt. Approvals of the changes to the Improvement Plans will be based on the requirements of this Development Agreement, the Plan, and that certain settlement agreement related to Developer's requested conditional use at the Property, as more fully described in the attached **Exhibit B**, which attached hereto and incorporated herein (the "CU Settlement"). The City will not unilaterally unreasonably withhold, delay or condition requested changes to the Improvement Plans.

The Developer must submit any amended Improvement Plans to the City with sufficient time to enable the City to review and approve, deny, or correct before the Developer commences constructing the Improvements. Should the changes in the Improvement Plans require the approval of the City's Planning Commission or Urban Design and Historic Preservation Commission, the City will endeavor to timely submit those changes to the requisite body.

The Developer must submit the Improvement Plans including detailed construction drawings and specifications to those entities required by the applicable building codes and zoning requirements. The Developer must submit these plans so as to enable review and approval within time to permit the Developer to commence timely construction under this Development Agreement.

The Developer agrees that it will and will also require its general contractor(s) to, comply with all applicable federal, state, and local laws, ordinances and regulations in connection with the construction of the Improvements, including but not limited to the Plan. Further, the Developer will require that its general contractor(s) and any of their subcontractors register with the City of Akron Plans & Permits Division as described in the Akron Codified Ordinances (see ACO 190.402). The Developer fully, and the to the greatest extent permissible by law: i) releases the City from all liabilities, claims, costs and expenses, including reasonable attorneys' fees and expenses, imposed upon or, incurred or asserted against the City on account of any failure to comply with any law, ordinance, or regulation; ii) agrees that the City shall not be liable for and of the foregoing liabilities or claims; and iii) shall indemnify and/or defend the City against all liabilities, claims, and/or costs and expenses for Developer's failure to abide upon law or regulation.

Section 2. <u>Developer's Construction of the Improvements</u>.

The Developer agrees to construct the Improvements, at its sole expense as set forth in this Development Agreement and this Section, all in accordance with City-approved Improvement Plans.

The Improvements will represent an anticipated investment between $14 and $16 million dollars in infrastructure, and the Developer agrees that the Improvements will include a state-of-the-art waste and recycle transfer station and related improvements. The Developer represents that it is and will continue to actively pursue permitting that will allow for immediate construction of the Improvements. Developer further agrees that it will begin constructing the Improvements within nine months of its receipt of all necessary permitting. The Developer will use best efforts to complete construction of the Improvements and commence transfer operations at those facilities within twelve (12) months of its receipt of all approvals and permits to construct the Improvements.

In connection with the Improvements, the Developer is permitted, at its own cost and at its own risk, to grade, level, and fill land, remove trees and shrubs, install roadways and walkways, and install utilities on the Property, and to perform any necessary additional work, if all of the foregoing serve the Improvements. The City will have no liability for any costs or expenses connected with constructing the Improvements, including any work incidental thereto.

The Parties agree that the Developer may enter into construction or other contracts, as it, in its sole discretion, deems necessary in order to complete the Improvements. All construction contracts will contain applicable work timetables, monetary remuneration for contractors, and any other items negotiated between the Developer and its contractors. The Developer, not the City, will be responsible for overseeing the work of any contractors working on the Improvements. Despite the foregoing, the City may require the Developer to adhere to certain standards and permitting in accordance with the City's specifications for public infrastructure such as water, storm, and sewer infrastructure or connections, as well roadway and traffic improvements, and sidewalks.

Upon the City's reasonable request, from time to time after Developer substantially completes portions of the Improvements, the Developer may be required to provide the City with a certified statement setting forth the costs of the Improvements made at the Property.

Section 3. Developer Commitments.

(a) Community Benefit Contribution. Beginning on April 1, 2027, the Developer will begin making annual charitable payments to Akron Community Foundation, or another third party entity, as may be mutually agreed upon by Developer and the City ("ACF"), each in the amount of $100,000.00, inclusive of administrative fees, for the purpose of establishing a community support fund, which will be used to support a 501(c)3 nonprofit organization or an associated fiscal agent who is a 501(c)3 organization for community initiatives within the geographical area specified in the attached **Exhibit C** (the "ACF Payments"). The Developer will make subsequent ACF Payments, annually, on or before April 1st of each year for a period of ten (10) years, for a sum total contribution in the amount of one million ($1,000,000.00) dollars. The Developer acknowledges and agrees that its obligation to make the ACF Payments is in no way contingent upon the Service Payments defined in Section 5 below, and that the responsibility to pay the ACF Payments is an unconditional and material term of this Development Agreement. ACF represented to the Parties that a resident-led advisory board will be assembled by ACF to determine grant guidelines and priorities and will make grant recommendations to the board of ACF for final approval. Notwithstanding the foregoing, the Parties have no operational control or approval of the grant decisions or grant recommendation process.

(b) Fountain Street TS Closure, Clean-Up, and Decommissioning. Upon commencement of waste transfer operations at the Property, the Developer shall immediately close Fountain Street TS for acceptance of material and the Property shall become the sole designated disposal location for the City's solid waste under the Disposal Agreement. For purposes of this paragraph, the term "immediately" shall mean no longer than within thirty (30) business days. In no event shall any waste transfer operations, excluding post-closure actions described below, continue beyond ninety (90) days from the date of commencement of waste transfer operations at the Property. Upon the Developer's full and final closure of the Fountain Street TS the term of the Disposal Agreement shall be automatically

extended for an additional twenty-five (25) year period through and including December 31, 2053 (the "Term"), with options to extend the Term further upon separate, written, mutual agreement of the Parties.

Within ninety (90) days of the Property commencing operations, the Developer agrees to complete any and all operational, closure, and decommissioning required by the Ohio Environmental Protection Agency ("OEPA") including but not limited to those prescribed by Ohio Administrative Code Chapter 3745-555. Despite the foregoing, the Developer shall not be required to complete post-closure care and/or actions that are either incapable or commercially unreasonable of completion within the aforementioned 90-day time period. Furthermore, as part of the closure and decommissioning of the Fountain Street TS and for the duration of its ownership of the Fountain Street TS, the Developer agrees to:

(1) remove, or cause to be removed, any and all debris and litter from the Fountain Street TS, and all leachate collection systems located at the Fountain Street TS; and

(2) remove or repair, or cause to be removed or repaired, any and all existing fencing at the Fountain Street TS; and

(3) retain and utilize an expert vector control vendor to conduct continuous vector baiting/management of the Fountain Street TS site, commencing immediately upon closure; and

(4) provide commercially reasonable security measures at the Fountain Street TS site including, at a minimum, industry-approved barbed-wire perimeter fencing, locked and secured gates, and security cameras.

Failure by the Developer to timely cease operations at the Fountain Street TS or to complete any of the closure, clean-up, and decommissioning activities (excluding ongoing applicable post-closure care responsibilities) contemplated in this Development Agreement and, absent timely cure of the same after written notice and demand from the City, shall result in breach of this Development Agreement for which the City may freely and immediately seek all remedies provided for in this Agreement, and/or at law, and/or in equity.

(c) Fountain Street TS Post-Decommissioning Cooperation. The Developer will use commercially reasonable efforts to cooperate with the City in the City's pursuit of funding for post-decommissioning actions at the site of the Fountain Street TS.

(d) Fountain Street TS Deed Restriction. The Developer agrees that the Fountain Street TS shall be subject to a Deed Restriction, which shall materially comport with the form attached hereto as **Exhibit D**. This restriction shall prohibit any future operation and/or development of any facility at the Property that handles and/or processes waste, trash, garbage, or refuse of any kind including, but not limited to,

a waste transfer station, landfill, recycling facility, or any facility or development that smelts, incinerates, and/or employs the use of furnaces for purposes including but not limited to:

(1) the recovery and/or recycling of metals, minerals, chemical compounds, and/or other materials; and

(2) waste reduction, incineration, and/or detoxification; and

(3) the management, disposal, and/or processing of industrial byproducts.

(e) Rezoning of Fountain St. Property. Within a reasonable time of the closure of the Fountain Street TS, the Developer will cooperate, and work in good faith, with the City to simplify the current zoning underlying the property upon which the Fountain Street TS is located including, but not necessarily limited to, eliminating split zoning. The Parties believe that this rezoning will better allow for the property's reuse, thereby increasing its resale value and making it more site appropriate and compatible with surrounding uses.

(f) Local SBE Hiring – Construction & Property Maintenance. The Developer will use commercially reasonable efforts to prioritize and utilize local qualified Small Business Enterprises (SBEs) headquartered within the City of Akron to provide contracted services in development of the Improvements and the Property during construction. Local is defined as headquartered within Summit County and counties contiguous thereto. The Parties agree that Developer shall satisfy its obligations under this paragraph by conducting targeted outreach to a list of qualified SBEs supplied by the City and inviting them to bid on the Improvement work.

(g) Local Hiring – Employment at the Property. The Developer will use commercially reasonable efforts to prioritize local hiring for future employment at the Property by providing advanced notice of job opportunities to area codes 44304, 44305, and 44306. The Developer shall be deemed to have fully complied with its obligations under this paragraph by providing notice (electronically, or otherwise) of upcoming job opportunities to the City before making them known to the broader public.

(h) Formal Complaint Apparatus. The City agrees to establish and maintain a structure for reporting any and all complaints about waste transfer operations and the Property. After receiving legitimate complaints, the City shall promptly respond to and investigate alleged violations of the CU Settlement and/or this Development Agreement within 3 business days. Within a reasonable time of its receipt of the same, the City will timestamp and disclose legitimate complaints to the Developer. The Developer agrees to respond to any credible complaints within 3 business days of receiving notice from the City and will attempt to take reasonable efforts to amicably resolve the same.

(i) City Meetings and Annual Reports. The Parties agree that after operations have begun at the Property, annually, the Developer will participate in at least two (2) community stakeholder meetings, consisting of a community meeting and an Akron City Council meeting (together, the "City Meetings"). The City Meetings shall be organized by the City and shall require the participation of at least two (2) Developer representatives. This same process will be followed in the event that the Developer attempts to make any material modifications to the operations or functionality of the Improvements. The City agrees to re-evaluate the continued need for the meetings and reporting described in this paragraph after year 5, and then every 5 years thereafter (if applicable).

The Developer agrees that, before the first City Meeting of the calendar year, but in no event later than April 1 of each calendar year, the Developer will electronically provide the City with a publicly accessible report/document reporting and disclosing at least all of the following information (the "Annual Report"):

(1) Quantity of municipal solid waste ("MSW") processed at the Improvements in the prior year, distinguished by trash and recycling.

(2) Any amounts paid to locally qualified SBE service providers the Developer utilized in the prior year, noting percentage of Akron-based service providers.

(3) Total hours of volunteer work the Developer's employees performed within the City of Akron in the prior year.

(4) Total tonnage of litter/tires removed during community clean up days in the prior year.

(5) Status and explanation of any maintenance procedures/mechanisms utilized for the citizen complaint process.

(6) Notices of violation, if any, the Developer received from any government organization, including but not limited to the OEPA, in the prior year related to its operations in Akron.

(7) Any OEPA reports regarding routine inspections or other observations/activities at the Property in the prior year.

(8) Status report addressing operational controls including but not limited to mitigation of odors, vectors, fugitive dust and particulate matter.

The Developer will review the Annual Report at both City Meetings. The Developer also agrees to address any other reasonable operational inquiries raised at either/both City Meetings.

(j) Truck Traffic. Excluding periods of emergency, inclement weather, and/or road closures affecting standard routing, the Developer will, to the greatest possible extent, limit its vehicles' use of residential streets, with the exceptions of route trucks collecting refuse at locations along residential streets. When transporting its transfer trailers, the Developer agrees, to the extent possible and practical, to utilize E. Archwood Avenue, Seiberling Street, and Innovation Way when traveling between the Property and Interstate 76. The Developer shall, to the extent possible and practical, utilize E. Archwood Avenue and Kelley Avenue when traveling between Interstate 277/US Highway 224 and the E. Archwood Site, all as further explained in **Exhibit E**. Upon City's reasonable request as part of the formal citizen complaint process, the Developer will provide the City with evidence including, but not limited to GPS verification, showing the routing of its vehicles. The Parties further agree that they will cooperatively work together to establish reasonable alternative transfer trailer routes if sustained/long-term circumstances emerge that prevent the use of existing/established priority routes.

(k) Fugitive Dust and Particulate Matter Mitigation Measures. The Developer agrees to create and implement a plan or plans to mitigate the proliferation of fugitive dust and/or particulate matter resulting from the construction of the Improvements as well as resulting from ongoing operations in accordance with OEPA requirements, which includes: compliance with Ohio Administrative Code Rule 3745-17-08 (the "Mitigation Plan"). Developer will operate in accordance with all local, state and federal regulations in the mitigation of dust and particulate matter.

(l) Community Clean-Up Days. The Developer will annually conduct at least two community clean-up days, at its sole cost and expense, for a minimum of ten years from the Effective Date. These clean-ups will occur at two locations, one in Middlebury (the "Middlebury Location") and one in East Akron (the "East Akron Location"), where littering and/or tire dumping regularly occur, as identified by the City, but held on a mutually agreeable date and time. During these clean-up days, the Developer will remove garbage, refuse, tires, and other discarded litter or debris and will provide a minimum of four dumpsters (or equivalent) to be located at accessible community sites within the respective neighborhood of the clean-up location. The Developer agrees to make the dumpsters accessible to the public for a minimum of 4 hours on each clean-up day. The Parties agree to collaborate regarding the promotion of the community clean-up days and the Developer will provide clear communication in advance and clear signage on the clean-up day about acceptable materials for the community dumpsters.

(m) Youth Partnerships. The Developer will partner with Akon Public Schools ("APS") and the Youth Success Summit ("YSS"), creating a customized partnership arrangement that will, at minimum, provide for at least one WM employee to meet every other month with APS and YSS personnel and create a program to establish engagement (*e.g.*, career exposure, mentorship, and work-based learning experiences) with youth residing in area codes 44304 and/or 44305 and/or 44306.

The aforementioned meeting and engagement schedule may be altered upon the mutual agreement of APS, YSS, and the Developer. The Developer agrees that the partnerships described in this paragraph shall continue for a period of not less than ten (10) years from the Effective Date.

Section 4. Extension of Disposal Agreement - Rates.

In exchange for the conditions of this Development Agreement and as of the Effective Date, the Parties agree to immediately extend the term of the Disposal Agreement through the earlier of December 31, 2027, or until the date the Improvements are completed and waste transfer operations successfully and fully transition to the Property and the Fountain Street TS is permanently closed and decommissioned.

Beginning on the first of the first full month of the Term, the rate increase provisions associated with the fees charged by Developer for its services shall be replaced and amended as follows:

The Parties agree that beginning in year 1 of the Term, the base rate charged to the City shall be $50.86 per ton (the "Base Rate"). The Base Rate is made up of the following components: the tipping fee, processing fees, and transportation fees. It does not include any applicable taxes, surcharges, or host community fees imposed on the Base Rate. Beginning in year 2 of the Term, the Base Rate will increase by $1.11 per ton. Beginning in year 12 of the Term, and continuing through the rest of the Term, the Base Rate will decrease by $2.00 per ton. In addition to the rates specified in this paragraph, the Base Rate shall also be subject to, and increase by, the Annual Price Increase, as described and defined below.

Each year of the Term, the Base Rate shall increase by an amount equal to the then-current rates multiplied by one hundred percent (100%) of the percentage change of the average Consumer Price Index as published by the United States Department of Labor, Bureau of Labor Statistics from the 12-month period measured from August 1 to July 31 of each year (the "Annual Price Increase"). For the avoidance of doubt, the Annual Price Increase shall apply only to the Base Rate and said rate shall not decrease based on a decrease in the Consumer Price Index, as measured from August 1 to July 31 of each year.

In addition to the Base Rate, the Parties acknowledge and agree that there are other potentials charges/costs/fees that the City will be responsible for paying, which may include: (1) any changes or modifications to the WMOH's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; (2) increased costs due to changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal, or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges; or (3) increased costs resulting from acts of God such as floods, fires, hurricanes and natural disasters (the "Charges").

Although the Charges are not subject to the Annual Price Increase, the City acknowledges that WMOH reserves the right to increase or add Charges payable by the City hereunder during the Term, and that these increases should be expected.

Section 5. The Developer's Covenant to Make Payments in Lieu of Taxes.

The City will declare the Improvements to be a public purpose and exempt from real property taxation to the fullest extent permitted by law and hereby covenants and agrees to create one or more tax increment financing ("TIF") programs to be implemented in connection with Section 5709.41 to 5709.43 of the Ohio Revised Code.

(a) If and to the extent and for the period that the Improvements (for the purposes of this Section, "Improvements" has the meaning given in Section 5709.41 of the Ohio Revised Code) to the Property are exempt from real property taxation under Sections 5709.41-5709.43 of the Ohio Revised Code, and the Ordinances enacted by City Council, the Developer, for itself, and any successor in interest to the Property, agrees to make service payments in lieu of taxes (the "Service Payments") in accordance with Sections 5709.41-5709.43 of the Ohio Revised Code, and the Ordinances enacted by City Council.

During the period in which the Improvements are exempt from real property taxation pursuant to a TIF program (the "Exemption Period"), the Service Payments must be made by the then-current owner, which includes Developer, (the "Current Owner") of each portion of the Property to the Summit County Fiscal Officer (or to his designated agent for collection of Service Payments) by the date on which the real property taxes for the Improvements would otherwise be due and payable. Each Service Payment must be in the same amount as the real property taxes that would have been charged and payable against the Improvements, had an exemption from taxation not been granted, and otherwise in accordance with Sections 5709.41-5709.43 of the Ohio Revised Code, and the Ordinances enacted by City Council. The obligation to make Service Payments is absolute and unconditional.

(b) If Current Owner shall appeal the assessed value of the Property for any tax year and the assessed value is reduced due to an appeal, correction, reassessment or other final determination, the Service Payment for such tax year(s) shall be recalculated using the revised assessed value and the Parties shall reconcile any overpayment or underpayment within thirty (30) days of final determination, without interest.

(c) The obligation of the Current Owner to pay in any event the Service Payment may not be terminated for any cause, including without limitation, any acts or circumstances that constitute failure of consideration, destruction of or damage to the Improvements, commercial frustration of purpose, any change in the tax or other laws or regulations or administrative actions or rulings by or under authority of the United States of America or of the State of Ohio, or any failure of the City to perform and observe any agreement or obligation connected with this Development Agreement. However, the Current Owner will have no obligation to make the

Service Payment for any tax year in which the Improvements are not exempt from real property taxation. In addition, to the extent that Service Payments are made by a Current Owner as provided herein, such Current Owner shall not be required to reimburse any local taxing authority for any real property taxes that would otherwise by payable to that taxing authority had the Improvements not been exempted from real property taxation; for any tax year after the Exemption Period or when the TIF program/fund has been paid in full. The covenants to make Service Payments provided for in this Section must have priority over any other interest in the Property except for those title exceptions existing as of the start of the Exemption Period.

(d) It is agreed that the covenants provided for in this Section must run with the land and in any event and without regard to technical classification, be binding to the fullest extent permitted by law and equity, for the benefit of and enforceable by, the City, its successors and assigns, against the Developer and its successors and assigns, to the Property, including, but not limited to, any grantee in a conveyance of the Property through judicial process. The Deed and any future deed from the Developer conveying the Property must provide for the agreements listed in the preceding sentence. These covenants, however, will run with the land and be binding whether or not this Development Agreement remains in effect or whether or not this provision is included in any succeeding agreement or deed with the Developer or its successors or assigns.

It is further intended and agreed that the covenants to make Service Payments must remain in effect for the full Exemption Period, as permitted in accordance with Sections 5709.41-5709.43 of the Ohio Revised Code, and the Ordinances of the City.

In accordance with Section 5709.911(C)(1) of the Ohio Revised Code, the Property, regardless of future use or ownership remains liable for any Service Payments until expiration of the Exemption Period, unless the City consents to a subsequent exemption and relinquishes its right to collect the service payments or service charges as provided in Section 5709.911(B)(1) of the Ohio Revised Code.

The City shall prepare and file, with review and assistance from the Developer, the necessary application to claim the real property tax exemptions authorized by this Development Agreement. That application will be subject to review and approval by the Director of Law and Director of Finance of the City before it is filed with the appropriate officials of the County of Summit and State of Ohio. The Developer will assist the City in completing and filing the applications for tax exemption and will otherwise cooperate with the City in implementing the requirements and procedures of Sections 5709.41-5709.43 of the Ohio Revised Code. The Developer will also join in and assist with any appeal of the findings of the Ohio Tax Commissioner about the tax increment financing. The Developer will comply with annual reporting requirements for review by the Tax Incentive Review Council.

Any late Service Payments must include an amount for interest calculated on the amount of the late payment at the same rate and in the same amount and payable at the same time as

delinquent real property taxes.

The City will pass the legislation necessary to implement this Section following completion of the Improvements. Neither the City nor Developer makes any representation or guarantee that the State of Ohio will exempt the Property from real property taxation. The Developer acknowledges that it is not entitled to any portion of the Service Payments or any other proceeds of the payments in lieu of taxes, and expressly disclaims any interest it may claim to the same.

Section 6. Distribution of Service Payments.

The Service Payments will be collected and distributed in accordance with appropriate state and local statutes.

Section 7. Jobs.

Upon completing construction of the Improvements, the Developer will use commercially reasonable efforts to maintain a minimum of five full time equivalent jobs at the Property. The Developer must cooperate with the City in providing any information that the City requests relating to relocated jobs or additional jobs created at the Property, and payroll attributed to those jobs.

Section 8. Covenants on Use; Duration.

The Developer agrees for itself, and its successors and assigns to the Property that any future deed conveying any part of the Property must contain covenants that the Developer and any successors and assigns must:

(a) use, develop, and redevelop the Property in accordance with the Plan as currently constituted or as amended in the future; and

(b) not discriminate upon the basis of race, color, religion, sex, age, handicap, gender identity, sexual preference or national origin in the sale, lease, or rental, or in the use or occupancy, of the Property.

It is agreed that the covenants provided in this Section must run with the land, and in any event and without regard to technical classification, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Developer, and any successors and/or assigns to the Property, including without limitation any grantee in a conveyance of the Property through judicial process. Any future deed from the Developer conveying the Property must provide for the agreements listed in the preceding sentence. These covenants, however, will run with the land and be binding whether or not this Development Agreement remains in effect or whether or not this provision is included in any succeeding agreement, deed or lease with the Developer or its successors or assigns.

The covenants provided in this Section will be binding on the Developer, or any successor or assign, only for that period that it has title to, an interest in, or possession or occupancy of the Property.

Section 9. Completion Certificate.

Promptly after the completion of the Improvements by the Developer (as evidenced by the issuance of a certificate of occupancy, or its commercial equivalent), and upon the request of the Developer, the City will furnish the Developer with an appropriate instrument certifying such completion (the "Completion Certificate"). The Completion Certificate will be a conclusive determination of satisfaction and termination of the covenants in this Development Agreement with respect to the obligations of the Developer and its successors and assigns to construct the Improvements on the Property and the dates for the beginning and completion.

The Completion Certificate will be in a form that will enable it to be recorded in the Summit County Recorder's office in the records pertaining to the Property. If the City refuses or fails to provide the Completion Certificate, the City will, within 45 days after written request by the Developer, provide the Developer with a written statement (a "Deficiency Statement"), indicating in what respects the Developer has failed to complete the Improvements according to the Development Agreement, or is otherwise in default, and what acts will be necessary, in the reasonable opinion of the City, for the Developer to perform in order to obtain the Completion Certificate.

If the Developer performs the acts set forth in the Deficiency Statement, as evidenced by an inspection of the Property by the City, the City will provide the Completion Certificate. If the City fails to provide a Deficiency Statement within 45 days in response to the Developer's written request as set forth in the preceding paragraph, or if the City fails or refuses to deliver a Completion Certificate within 45 days after the Developer has performed the acts in the Deficiency Statement from the City, the applicable phase of the Improvements shall be deemed to be complete and the Developer may file an affidavit in the Summit County Recorder's office as to the facts of the failure of the City to provide the Deficiency Statement or the Completion Certificate, and that the Improvements are deemed complete for purposes of this Development Agreement.

The Completion Certificate will be given on behalf of the City by the Mayor or his designee.

Section 10. Events of Default.

The following events are "Events of Default" under this Development Agreement:

(a) The Developer fails to comply with any material term, provision or covenant of this Development Agreement.

(b) The Developer fails to materially comply with any provision of Section 3, or the CU Settlement. If the default is with respect to the date for completion of the Improvements, the Developer shall have three (3) months to remedy the default after written demand from the City.

(c) Prior to the completion of the Improvements, the Developer (1) is adjudged insolvent, (2) admits in writing its inability to pay its debts generally as they become

due, (3) makes a fraudulent transfer, or (4) makes an assignment for the benefit of creditors.

(d) Prior to the completion of the Improvements, the Developer (1) files a petition under any section or chapter of the federal bankruptcy laws, as amended, or under any similar law or statute of the United States or any state thereof, or (2) is adjudged bankrupt or insolvent in proceedings filed against the Developer under those laws or statutes.

(e) Prior to the completion of the Improvements, a receiver or trustee is appointed for all or substantially all of the assets of the Developer, which receiver is not discharged within 90 days after the appointment.

(f) During the Exemption Period, the Developer fails to make payments of real estate taxes or the Service Payments when those become due and payable.

(g) Prior to the completion of the Improvements, the Developer transfers its interests in the Property in violation of this Development Agreement. Nothing in this Section is intended to, nor shall, preclude the Developer from transferring a portion of the Property in conformance with the requirements of the CU Settlement.

(h) The City fails to comply with any material term, provision or covenant of this Development Agreement.

Section 11. Remedies.

(a) Generally. If any Event of Default occurs, the Party in default must, upon written notice from the other Party, or its successor, promptly (and in any event within 30 days after receipt of the written notice, unless a different cure period is specified) cure or remedy that default. In the event that a default for which there is not specific cure is of such nature that it cannot be cured or remedied with the 30 day period, the party in default must, upon written notice from the other, commence its actions to cure or remedy such default within that 30 day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default is not cured or remedied within the required time, the aggrieved party may:

(1) institute any proceedings that it deems reasonably necessary to recover damages suffered as the result of the default;

(2) institute any proceedings that it deems reasonably necessary to cure and remedy the default, including, but not limited to, proceedings against the party in default to compel specific performance of its obligations; or

(3) take any other action that it deems reasonably necessary to cure the default at law or in equity.

(b) Other Rights and Remedies of City; No Waiver by Delay. Both the City and the Developer have the right to institute any other actions or proceedings that they deem desirable for effectuating the purposes of this Section, provided such remedy does not impair the rights of any lenders providing financing for the Improvements. In the event that the Developer fails to make all of the payments described in Section 3(a), and does not cure such failure within 30 days following written notice from the City, the City shall have the right to seek a reduction in the rates described in Section 4.

Any delay by the City or the Developer in asserting their rights under this Development Agreement shall not operate as a waiver of those rights by the other Party or to deprive such Party of or limit those rights in any way. It is the intention of the Parties that neither the City nor the Developer shall not be constrained, so as to avoid the risk of being deprived or limited in the exercise of the remedies provided in this Development Agreement because of concepts of waiver, laches, or otherwise.

The City and the Developer may exercise any remedy at a time when it may still hope to resolve the problems created by the default. No waiver in fact made by the City or the Developer with respect to any specific default by the other party under this Section may be considered or treated as a waiver of the rights of the City or the Developer with respect to any other defaults by the other party under this Section, or with respect to the particular default except to the extent specifically waived in writing.

Section 12. Force Majeure.

Except as otherwise provided, neither Party will be considered in default in its obligations, if the delay in performance is due to causes beyond its reasonable control and without its fault or negligence. Such causes include without limitation, acts of God or of the public enemy, acts of terrorism, acts or delays of the other party, fires, floods or other casualty, unusually severe weather, epidemics, pandemics, freight embargoes, but not including: lack of financing or financial capacity by the Developer, increased costs due to armed conflict abroad or the imposition of tariffs or other like taxes or fees, or modification to the business model or internal restructuring to the Developer.

It is the intent of the Parties that in the event of the occurrence of any force majeure event, the time or times for performance will be extended for the period of such force majeure event. However, the Party seeking the benefit of the provisions of this Section must, within 14 days after the beginning of the force majeure event, notify the other Party in writing of the cause and, if possible at the time of notice, the expected duration of the delay caused by the force majeure event. Failure to timely notify the other Party of the force majeure event will result in waiver of the protections of this provision.

Section 13. Notices.

All written communications that may be or are required to be sent by either Party to the other will be deemed to have been properly sent, as follows:

(a) If intended for the Developer, when delivered by messenger service or overnight delivery service with charges prepaid or when mailed by certified or registered mail with the postage prepaid, addressed to:

Waste Management of Ohio, Inc.
720 East Butterfield Road
Lombard, Illinois 60148

with a copy to: Waste Management of Ohio Inc.
Attn: Legal Department
800 Capitol St Suite 3000
Houston, TX 77002

(b) If intended for City, when delivered by messenger service or overnight delivery service with charges prepaid or when mailed by certified or registered mail with the postage prepaid, addressed to:

Mayor of the City of Akron
166 South High Street, Room 200
Akron, Ohio 44308

with copies to: Director of Economic Development
166 South High Street, Room 202
Akron, Ohio 44308

Director of Law
172 South Broadway, Suite 200
Akron, Ohio 44308

Each Party may designate, by advanced written notice, another person or address to whom any official communication may be sent. Communications that are sent by messenger services shall be deemed sufficiently sent when delivered. Communications that are sent by overnight delivery service shall be deemed sufficiently sent on the first business day after the date on which such communications are delivered to such overnight delivery service.

Section 14. Successors and Assigns.

This Development Agreement is effective as of the date set forth above and all rights and obligations must be binding upon, and inure to the benefit of, the Parties and their respective permitted successors and assigns.

Section 15. Approvals by the City.

Unless otherwise provided, any provision of this Development Agreement which for its administration requires the approval of City or certification by City will be interpreted as requiring action by the Mayor (or any other official that the Mayor designates).

Section 16. Captions and Titles.

All captions and titles in this Development Agreement are for convenience only and must not be construed as a part of this Development Agreement.

Section 17. Incorporation of Recitals.

The recitals portion of this Development Agreement, set forth above, shall constitute a part of this Development Agreement and are hereby incorporated as if fully rewritten herein.

Section 18. Equal Employment.

The applicable provisions of Section 34.03 of the Codified Ordinances of the City are incorporated as if fully rewritten in this Development Agreement.

Section 19. Governing Law.

This Development Agreement is governed by the laws of the State of Ohio. All disputes arising under this Development Agreement must be litigated in the Summit County, Ohio Court of Common Pleas and the Parties consent to submit themselves to the exclusive jurisdiction and venue of that court.

Section 20. Authority.

Each individual executing this Development Agreement on such Party's behalf is duly authorized to execute and deliver this Development Agreement, and this Development Agreement, when executed and delivered, shall constitute a legal and binding obligation of such Party in every respect, enforceable against it in accordance with its terms.

Section 21. Advice of Counsel.

Each Party has had the opportunity to seek advice of counsel of its own choosing in negotiating the terms of this Development Agreement and such counsel has explained the legal significance and ramifications of entering into the same.

Section 22. Limitation on Liability.

NOTWITHSTANDING ANYTHING IN THIS DEVELOPMENT AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE

DEVELOPER FOR ANY DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, REVENUE OR OPPORTUNITY, CLAIMS OF THIRD PARTIES, OR FOR ANY OTHER SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE, EVEN IF THE CITY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

Section 23. Severability.

If any provision of this Development Agreement is for any reason held to be illegal or invalid, it will not affect any other provision of this Development Agreement.

Section 24. Agreement Binding on Parties; No Personal Liability.

All covenants, obligations, and agreements of the City and the Developer contained in this Development Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, official, officer, agent, or employee of the City in other than their official capacity or of any individual person who is a partner, shareholder, director, member, manager, employee, officer, or agent of the Developer other than in their capacity as a partner, shareholder, director, member, manager, employee, officer, or agent, and neither the members of City Council nor any City official executing this Development Agreement, or any individual person executing this Development Agreement on behalf of Developer, shall be liable personally by reason of the covenants, obligations, or agreements of the City or Developer contained in this Development Agreement. The City is a political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law.

Section 25. No Other Effect.

This Development Agreement is explicitly intended to modify and amend the Parties' Disposal Agreement, as previously amended. As such, to the extent that any terms, conditions, covenants, or other obligations, and/or rights specified in the Operating Agreement are in conflict with, or contradictory to, the terms of this Development Agreement, this Development Agreement shall prevail and control. All other terms and conditions of the Disposal Agreement, as amended, not explicitly amended/modified herein are ratified, confirmed, and remain binding on the Parties as written.

[*Intentionally Blank - Signature Page to Follow*]

IN WITNESS WHEREOF, the City and the Developer have caused this Development Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE CITY OF AKRON, OHIO

By: _____
Shammas Malik, Mayor

WASTE MANAGEMENT OF OHIO, INC.

By:_____

Its:_____

AKRON REGIONAL LANDFILL, INC.

By:_____

Its:_____

Approved as to form and correctness:

_____
Brian T. Angeloni
Director of Law
City of Akron, Ohio