

**ADDENDUM NO. 2
TO
SERVICE AGREEMENT**

THIS ADDENDUM NO. 2 TO SERVICE AGREEMENT dated as of November 18, 2009 ("Addendum No. 2") modifies and supplements that certain **SERVICE AGREEMENT** (the "Service Agreement"), dated as of September 9, 2009, made by and between **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a public body politic and corporate of the Commonwealth of Virginia ("SPSA"), and **WHEELABRATOR TECHNOLOGIES INC.**, a Delaware corporation (the "Company"). Except as otherwise expressly defined in this Addendum No. 2, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Service Agreement.

WHEREAS, the Company executed the Service Agreement pursuant to which the Company will manage, operate and maintain the Facilities in accordance with the terms and conditions therein; and

WHEREAS, SPSA's acceptance and execution of the Service Agreement is conditioned upon the execution of this Addendum No. 2 by the Company to amend and supplement certain terms and conditions of the Service Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. Amendments to the Service Agreement.

(a) Schedule 28 (Northwest River Watershed) attached hereto as Exhibit A is hereby added as a new schedule to the Service Agreement.

(b) The definition of "Landfill" in Section 2.1 of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

"Landfill(s)" means any landfill permitted in accordance with all Applicable Laws for acceptance and disposal, as applicable, of Residue, Acceptable Waste, Unacceptable Waste, Processible Waste, Non-Processible Waste and Prohibited Waste. For purposes of this Agreement, the term "Landfill(s)" shall (a) include SPSA's Landfill(s) to the extent applicable, and (b) exclude any landfill constructed, operated or otherwise existing in the Northwest River Watershed."

(c) The following definition is hereby added in the appropriate alphabetical order to Section 2.1 of the Service Agreement:

“Northwest River Watershed” shall mean the geographical areas lying within the boundaries delineated as such and specified as the “Northwest River Watershed” on Schedule 28 (Northwest River Watershed).”

(d) Paragraph (d) of Section 3.2 of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“(d) Subject to the provisions of Section 7.1.3 relating to diverted waste, handle, process and load Non-Processible Waste, Processible Waste not Processed at the WTE Facility, Residue and, as applicable, pursuant to the terms of this Agreement, Prohibited Waste, onto trucks provided by the Company or its Subcontractors for transport by the Company or its Subcontractors to the Landfill(s) for disposal and other uses in accordance with Applicable Law; provided, however, in no event shall any Solid Waste received at, or diverted from, the Facilities or the SPSA Transfer Stations by or on behalf of the Company or its agents be transported to any Landfill constructed, operated or otherwise existing within the Northwest River Watershed.”

(e) Section 12.2.9 of the Service Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 12.2.9 Failure to Meet Terms of the Steam Agreement. The default or breach of, noncompliance with, or failure to perform any material provision under the Steam Agreement, including but not limited to, the failure of the Company to generate, produce, make available and deliver to the point of delivery, as applicable, the required levels of Steam Energy or electricity (if provided) under the Steam Agreement, following notice and expiration of any applicable cure periods under the Steam Agreement.”

2. Incorporation into Service Agreement. The provisions of this Addendum No. 2 are essential components of the Service Agreement and, as such, shall be incorporated into and are hereby made and essential part thereof.

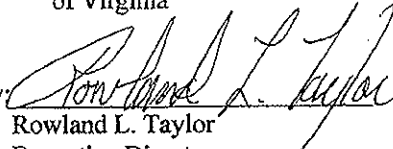
3. Full Force and Effect. Except as expressly modified herein, all other terms and provisions set forth in the Service Agreement shall remain in full force and effect and shall not otherwise be affected by this Addendum No. 2.

4. Counterparts. This Addendum No. 2 may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Addendum No. 2 by telecopier or electronic delivery shall be effective as delivery of a manually executed counterpart of this Addendum No. 2.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Addendum No. 2 as of the date first mentioned above.

**SOUTHEASTERN PUBLIC
SERVICE AUTHORITY OF VIRGINIA,**
a public body politic and
corporate of the Commonwealth
of Virginia

By: 
Rowland L. Taylor
Executive Director

**WHEELABRATOR
TECHNOLOGIES INC.,**
a Delaware corporation

By: _____
Name: _____
Title: _____


[Addendum No. 2 to Service Agreement]

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**SOUTHEASTERN PUBLIC
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a public body politic and
corporate of the Commonwealth
of Virginia

By: _____
Rowland L. Taylor
Executive Director

**WHEELABRATOR
TECHNOLOGIES INC.,**
a Delaware corporation

By: 
Name: DAVID M. BEAVERS
Title: VICE PRESIDENT

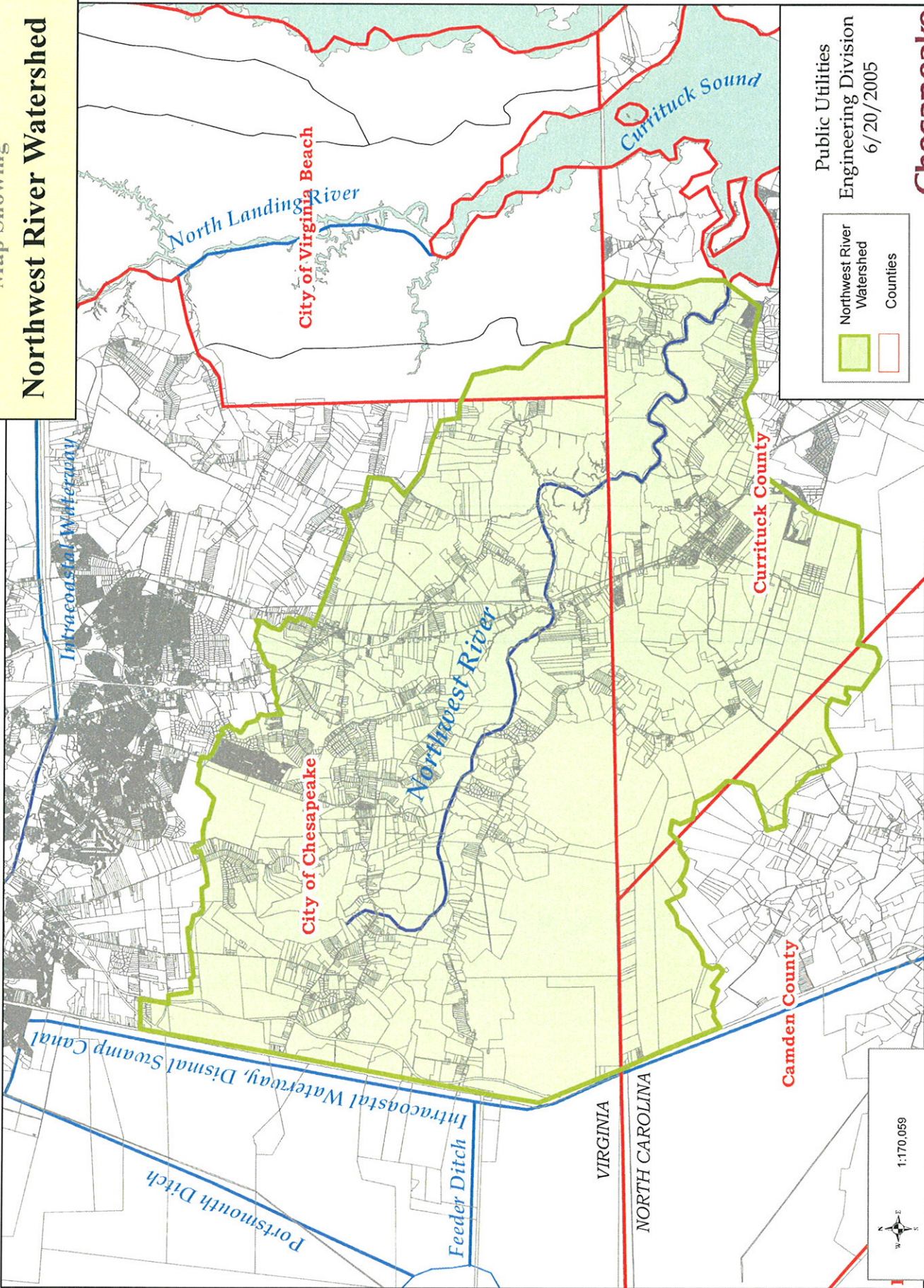
[Addendum No. 2 to Service Agreement]

EXHIBIT A

[Attached]

Map Showing

Northwest River Watershed



City of Virginia Beach

North Landing River

Currituck Sound

Intracoastal Waterway

City of Chesapeake

Northwest River

Currituck County

Camden County

Portsmouth Ditch
Feeder Ditch
Intracoastal Waterway, Dismal Swamp Canal

VIRGINIA
NORTH CAROLINA

Public Utilities
Engineering Division
6/20/2005

Northwest River
Watershed
Counties

Chesapeake
VIRGINIA

