

**ADDENDUM NO. 2  
TO  
PURCHASE AND SALE AGREEMENT**

**THIS ADDENDUM NO. 2 TO PURCHASE AND SALE AGREEMENT** dated as of December 15, 2009 ("Addendum No. 2") modifies and supplements that certain **PURCHASE AND SALE AGREEMENT** (the "Purchase and Sale 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 "Buyer"). 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 Purchase and Sale Agreement.

**WHEREAS**, SPSA and Buyer have entered into the Purchase and Sale Agreement pursuant to which Buyer will purchase the WTE Facilities from SPSA; and

**WHEREAS**, the Parties desire to enter into this Addendum No. 2 to modify and supplement certain terms and conditions of the Purchase and Sale Agreement.

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

1. Amendment to the Purchase and Sale Agreement. Section 11.01(b) is deleted in its entirety and the following is substituted in lieu thereof:

“(b) either Buyer or Seller, by written notice of termination delivered to the other, if the Closing Date has not occurred by May 1, 2010 (the "Termination Date"); provided, that no Party shall have the right to terminate this Agreement pursuant to this Section 11.01(b) if such Party is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;”

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

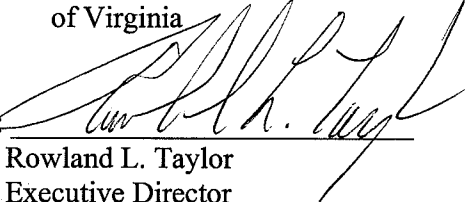
3. Full Force and Effect. Except as expressly modified herein, all other terms and provisions set forth in the Purchase and Sale Agreement shall remain in full force and effect and shall not otherwise be affected by this Addendum No. 2.

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.

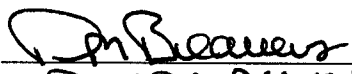
*[SIGNATURE PAGE FOLLOWS]*

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: DAVID M BEAVERS  
Title: VICE PRESIDENT

[Addendum No. 2 to Purchase and Sale Agreement]