

**AMENDMENT TO FRANCHISE AGREEMENT
FOR SOLID WASTE COLLECTION AND REMOVAL**

This Amendment to Agreement is made and entered into as of this 12th day of October, 2000, by and between the TOWN OF ROSS, a municipal corporation in the State of California, hereinafter referred to as "Town," and MARIN SANITARY SERVICE, INC., a California corporation, hereinafter referred to as "Company."

W I T N E S S E T H:

WHEREAS, the Town and the Company have heretofore entered into a written franchise agreement, dated February 13, 1964, and superseded and modified by a written agreement, dated December 14, 1994, relating to the collection and removal of solid waste; and

WHEREAS, the agreement allows modification with the mutual consent of the parties, and

WHEREAS, the term of said franchise agreement expires on December 31, 2014; and

WHEREAS, the Town Council of the Town has determined that it is in the best interests of the residents and businesses of the Town to be provided with stable solid

waste collection and removal service and to assure continuity of such service as hereinafter provided;

WHEREAS, the Town Council has duly adopted its Resolution No. 1441, a copy of which is attached hereto, marked Exhibit A and incorporated herein;

NOW, THEREFORE, it is mutually agreed that the written franchise agreement dated December 14, 1994, shall be amended in the following manner:

1. The term of the written franchise agreement is hereby extended through and including December 31, 2020.

2. At the end of each calendar year commencing with the calendar year 2000, the expiration date of said franchise agreement dated December 14, 1994, shall be extended by one full calendar year. Thus, at the end of the calendar year 2000, a full calendar year shall be added to the term of the franchise agreement, thereby making the expiration date of the franchise agreement December 31, 2021. Such annual extensions shall be automatic and shall continue until either party gives 12 months' written notice to the other party terminating the annual extension.

3. In the event that MARIN SANITARY SERVICE, INC., or its successors or assigns, ceases to be within the effective management control of the Garbarino family, including relationships created by blood or marriage, and an assignment occurs at any time during the term hereof, including extensions, then the term shall be reduced to a maximum of ten (10) years from the date of the change of control or assignment. Further, should such an assignment occur, and if, in the reasonably exercised judgment of the Town, the assignee fails to provide satisfactory service, the Town may give the assignee a

one-year notice to improve the service. If, after one year, the service has not improved to the reasonable satisfaction of the Town, the Town may then give notice terminating this franchise agreement after one-year.

4. Other than as herein specifically amended and modified, the aforesaid agreement between the parties dated December 14, 1994, and the subsequent amendments thereto, are hereby ratified and confirmed to be and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this amendment as of the day and year first above written.

TOWN OF ROSS

MARIN SANITARY SERVICE, INC.

By 
Mayor

By _____
President

By _____
Vice President

ATTEST:


Clerk