

**FIRST AMENDMENT TO AGREEMENT
FOR BIOSOLIDS HAULING AND DISPOSAL SERVICE**

TERRA RENEWAL WEST, LLC

THIS FIRST AMENDMENT TO AGREEMENT FOR BIOSOLIDS HAULING AND DISPOSAL SERVICE ("First Amendment") is made and entered into this _____ day of _____, 2015, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City," and DENALI WATER SOLUTIONS, LLC, a Delaware limited liability company authorized to do business in California, hereinafter referred to as "Denali," with respect to the following facts:

A. On or about October 25, 2012, City entered into that certain Agreement for Biosolids Hauling and Disposal Services ("Agreement") with Terra Renewal West, LLC ("Terra"). Under the terms of the Agreement, Terra cannot assign its rights and obligations, either in whole or in part, unless agreed to by City.

B. As explained in a letter to its customers, a copy of which is attached hereto as Exhibit "A" and incorporated herein, Terra has since formally changed its legal entity to Denali, and has formally requested that the Terra contract be assigned to the Denali.

C. Terra represents that the change in legal entity is not a change in ownership or structure, but an effort to simplify for tax and operational purposes.

D. City is agreeable to the change, based upon Denali's representations.

E. The Agreement will expire October 24, 2015, and the parties desire to extend the term by six months, from October 24, 2015 through April 24, 2016.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City, Terra and Denali mutually agree as follows:

1. Terra having changed into Denali, Terra hereby assigns all of their rights and obligations under the Agreement to Denali.

2. Denali being the new version of Terra, Denali hereby assumes the performance of and agrees to be bound by all of the terms, rights, conditions and obligations required to be kept, performed, exercise and/or fulfilled by Terra under the terms of the Agreement.

3. City hereby consents to such assignment and assumption. The City's consent to this assignment and assumption is not intended to and shall not amend, modify or delete in any other way the rights and obligations of the City, Terra or Denali under the Agreement.

4. The term of the agreement is hereby extended for six months, from October 24, 2015 through April 24, 2016.

5. Section 3 of the Agreement is amended by adding the following:

“For the extended term of the Agreement, City shall pay Contractor for the performance of the Services during the term of this Agreement an amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), which an increase of \$1,000,000 over the original Agreement amount. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the Compensation Schedule attached hereto as Exhibit A-1. If the term of the Agreement is further extended, the parties shall mutually agree upon Contractor’s compensation for the further extended term in writing.”

6. This First Amendment may be executed in counterparts, each of which shall be deemed as original, but all of which, together, shall constitute one and the same instrument.

7. This First Amendment shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

8. Any action at law or in equity brought by either of the other parties hereto for the purpose of enforcing a right or rights provided for this First Amendment shall be tried in a court of competent jurisdiction in the County of Riverside, State of California. This provision is not intended to and shall not affect the right of any party to request a change of venue to any other county.

9. Service of any notices, bill invoices or other documents required or permitted under this First Amendment shall be sufficient if sent by United States mail postage prepared and addressed as follows or as hereafter revised by written notification to the other parties:

To City

Attn: Wastewater Systems Manager
City of Riverside - RWQCP
5950 Acorn Street
Riverside, CA 92504

To Denali

Attn: Jeff Thurber
12812 Valley View St., Suite 9
Garden Grove, CA 92845

10. All terms and conditions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

[Signatures on Next Page]

IN WITNESS WHEREOF, City and Consultant have caused this First Amendment to Agreement for Biosolids Hauling and Disposal Service to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

DENALI WATER SOLUTIONS, LLC,
a Delaware limited liability company
authorized to do business in California

By: _____
City Manager

By: Jeff Thurber
Jeff Thurber

Attest: _____
City Clerk

Jeff Thurber
West Region General Manager

APPROVED AS TO FORM:

By: [Signature]
Deputy City Attorney

By: Jeff Thurber
[Printed Name]
West Region GM
[Title]

Exhibit "A"

Denali
WATER SOLUTIONS
201 South Denver Avenue
Russellville, AR 72801
479-498-0500

Re: Terra Renewal is formally changing its name to Denali Water Solutions

Dear Valued Customer:

We have been servicing municipalities providing biosolids and wastewater residual collection, hauling and disposal solutions for many years.

Originally our brand was Terra Renewal; in 2013, we sold a portion of our business servicing restaurants and this sale included the use of the name Terra Renewal. Since that time we have been doing business as (DBA) Denali Water Solutions under our many different legal entities. These entities have included TRS Envirogenics, Inc., Terra Renewal LLC, Terra Renewal West LLC, Terra Renewal Services, Inc. and Terra Soil Farming. Effective November 3rd we have formally changed the legal entity of Terra Renewal West LLC to Denali Water Solutions and **formally request that our contract or business relations be assigned or administratively changed to Denali Water Solutions.**

Denali Water Solutions
PO Box 3036
Russellville, AR 72811
E-mail: trwremittance@denaliwater.com

This process is not a change in ownership or structure but merely our attempt to simplify our legal structure for tax and operational purposes. For context, our federal tax id, DOT number, insurance, etc all remains the same and in place.

For the folks we interact with each day the name change is surely anticipated as we have rarely used the other brand name in over a year. We stand ready to provide you any relevant information necessary. Thank you in advance and we sincerely appreciate your business.

Along with the name change we have also changed banks. If there is a form that we need to fill out for you please let us know otherwise I've listed the correct bank information below:

New ACH Bank Information:

First Tennessee Bank

Routing #: 084000026

Account# 1860 11694

Via US Mail:

Denali Water Solutions LLC

Dept # 0030 PO Box 1000

Memphis, TN 38148-0030

Denali
WATER SOLUTIONS • Accounting Dept.
Eileen P. Greene Tel 479-668-4508

eileen.greene@denaliwater.com

EXHIBIT "A-1"
COMPENSATION

Denali Water Solutions, LLC's pricing includes all costs required to provide the services outlined in this Agreement. To perform the proposed class B Biosolids hauling and beneficial reuse, Denali Water Solutions, LLC's price is:

Total Reuse Cost -	\$44.78 per wet ton
Cost of Hauling	\$34.78 per wet ton
Cost of Reuse	\$10.00 per wet ton
Surcharge – Fuel Surcharge = (Current price of diesel - \$4.00 per gallon) x 3.78	

For the housing and Disposal or reuse of Biosolids that do not meet "Class "B" designation per 40 CFR 50, Denali Water Solutions, LLC's price is:

Total Landfill and/or Composting Cost -	\$55.00 per wet ton
Cost of Hauling	\$35.00 per wet ton
Cost of Reuse	\$20.00 per wet ton
Surcharge – Fuel Surcharge = (Current price of diesel - \$4.00 per gallon) x 3.78	