

**SECOND AMENDMENT TO AGREEMENT FOR THE
EXCHANGE OF REAL PROPERTY**

THIS SECOND AMENDMENT TO AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY (“Amendment”) is made as of the date set forth on the signature page below by and between **ALLIED WASTE SYSTEMS OF COLORADO, LLC**, a Colorado limited liability company (“Republic”) and **CITY AND COUNTY OF DENVER, COLORADO, BY AND THROUGH ITS DEPARTMENT OF AVIATION**, a home rule municipality of the State of Colorado (“Denver”).

WHEREAS, Republic and Denver are parties to that certain Agreement for the Exchange of Real Property, dated December 26, 2024 pursuant to that certain letter agreement dated January 8, 2025, and as further amended by that certain letter agreement dated February 24, 2025, that certain First Amendment to Agreement for the Exchange of Real Property dated April 28, 2025, that certain letter agreement dated July 1, 2025, and that certain letter agreement dated September 17, 2025 (collectively, the “**Agreement**”), for certain property more particularly described in the Agreement; and

WHEREAS, Republic and Denver agree to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions and agreements herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and received, the parties hereto agree as follows:

1. **Capitalized Terms.** All capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement, except as otherwise specifically defined herein.

2. **Closing Date.** Section 8(a) of the Agreement is hereby deleted and replaced with the following:

“(a) The “**Closing**” shall be held via wire transfer and overnight delivery through the offices of the Title Company, or such other location as may be agreed to by the parties, on a Tuesday, Wednesday or Thursday which is no more than 60 days after the satisfaction or written waiver by Republic and Denver of the Conditions, but in no event later than December 31, 2025.”

3. **Notices to Republic.** Section 17 of the Agreement is hereby amended to delete the notice addresses for Republic and replace with the following:

If to Republic:	Allied Waste Systems of Colorado, LLC 8480 Tower Road Commerce City, CO 80022 Attn: General Manager
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With a copy to:

Through 1/31/2026:

Allied Waste Systems of Colorado, LLC
c/o Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054
Attn: Chief Legal Officer

After 2/1/2026:

Allied Waste Systems of Colorado, LLC
c/o Republic Services, Inc.
5353 E. City North Drive
Phoenix, AZ 85054
Attn: Chief Legal Officer

And:

Spotts Fain PC
411 East Franklin Street, 6th Floor
Richmond, VA 23219
Attn: David A. Reed, Esq.

4. **Conflict.** Except as hereby amended, the Agreement shall remain unchanged in full force and effect. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

5. **Effectiveness.** This Amendment shall not be effective or binding on the City until approved and fully executed by all applicable signatories of the City and County of Denver.

6. **Counterparts.** Electronic signatures and email “.PDF” copies of this Amendment and any signatures hereon shall be considered for all purposes as originals. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument

[Signature Pages Follow]

Contract Control Number: PLANE-202581397-02 / LEGACY-202475538-02
Contractor Name: ALLIED WASTE SYSTEMS OF COLORADO, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number: PLANE-202581397-02 / LEGACY-202475538-02
Contractor Name: ALLIED WASTE SYSTEMS OF COLORADO, LLC

DocuSigned by:
By: 
801758C23907476...

Name: Bryant Thornton
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)