

**ADDENDUM  
TO  
PURCHASE AND SALE AGREEMENT**

**THIS ADDENDUM TO PURCHASE AND SALE AGREEMENT** dated as of November 18, 2009 ("Addendum") 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, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Purchase and Sale Agreement.

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

**WHEREAS**, Seller's acceptance and execution of the Purchase and Sale Agreement is conditioned upon the execution of this Addendum by Buyer to amend 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. Amendments to the Purchase and Sale Agreement.

(a) Exhibit K of the Purchase and Sale Agreement is deleted and all references to Exhibit K as used throughout the Purchase and Sale Agreement shall be deleted and have no further force or effect.

(b) Exhibit R of the Purchase and Sale Agreement is deleted and all references to Exhibit R as used throughout the Purchase and Sale Agreement shall be deleted and have no further force or effect.

(c) Schedule 5.01(a)(ii) of the Purchase and Sale Agreement is deleted and all references to Schedule 5.01(a)(ii) as used throughout the Purchase and Sale Agreement shall be deleted and have no further force or effect.

(d) Section 5.01(a)(ii) of the Purchase and Sale Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“(ii) except for the Amended Navy Easements and amended Navy Contract as contemplated by this Agreement, amend, extend or otherwise modify any Material Contract relating to the ownership or use of the WTE Real Property or enter into any other lease or occupancy agreement affecting

any portion of the WTE Real Property;”

(e) The last sentence of Section 6.04 of the Purchase and Sale Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“If the Estimate of the cost of repair is less than Ten Million Dollars (\$10,000,000) or the amount of the taking is less than Five Million Dollars (\$5,000,000), with respect to the Acquired Assets, then Buyer shall not have the option to terminate this Agreement, and the Parties shall proceed to the Closing and Buyer shall receive a credit against the Purchase Price equal to the amount of any deductible payable by Buyer under the insurance policies, and Seller shall assign to Buyer its rights to any insurance proceeds or condemnation award received as a result of such event; provided, however, Buyer shall not receive, and Seller shall not assign to Buyer, any insurance proceeds or condemnation awards received as a result of a casualty or condemnation event if the repair cost is otherwise taken into account in calculating the Pre-Closing Cost and which results in a Purchase Price Adjustment; provided, further, however, that if Seller otherwise pays for the repair or replacement of the damage or loss to the Acquired Assets prior to the Closing, then Seller shall (i) retain from the insurance proceeds or condemnation award that amount paid by Seller for such repair or replacement (less the amount of any deductible payable by Seller under the applicable insurance policy), and (ii) assign to Buyer its right to any remaining insurance proceeds or condemnation award received as a result of such event.”

(f) The following is hereby added to the end of Section 6.06 of the Purchase and Sale Agreement and shall read as follows:

“The Parties shall cooperate with one another, and Seller shall keep Buyer informed (including prompt copies of all correspondence), with respect to Seller’s prosecution of its application to obtain PAB Allocation from the Commonwealth of Virginia. SPSA shall use reasonable best efforts and shall proceed diligently to obtain favorable action or approval of such application. In the event the conditions set forth in Section 7.03(f)(i) and (ii) have not been satisfied on or before the date that is fifteen (15) days prior to the Termination Date, then the Parties shall meet at the offices of SPSA within three (3) business days and in such meeting (and thereafter until the Termination Date) shall negotiate in good faith for an arrangement mutually satisfactory to the Parties that would mitigate or eliminate the costs and expenses (including the amount of all taxes, penalties and other costs and liabilities) expected to be incurred by Seller as a result of its failure to obtain PAB Allocation and/or enter into a satisfactory closing agreement with the Internal Revenue Service.”

(g) A new Section 7.02(e) is hereby added to the Purchase and Sale Agreement and shall read in its entirety as follows:

“(e) Buyer shall have entered into a Lease and Good Neighbor Agreement with City of Portsmouth for the real property and air rights necessary for the continued operation of the RDF conveyor in form reasonably satisfactory to Buyer.”

(h) Section 7.03(e) of the Purchase and Sale Agreement is deleted in its entirety and the following is substituted in lieu thereof: “[Intentionally Omitted].”

(i) Section 7.03(f) of the Purchase and Sale Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“(f) Seller shall have (i) received from the Commonwealth of Virginia final approval of private activity bond volume cap allocation effective for the year of Closing in an amount of one hundred million dollars (\$100,000,000) or such lesser amount as may be approved by the Seller (the “PAB Allocation”), and (ii) entered into a closing agreement with the Internal Revenue Service in form and substance satisfactory to Seller to the effect that the Contemplated Transactions will not cause the interest on the SPSA bonds (including Virginia Resources Authority bonds issued for the benefit of SPSA) to be included in gross income for federal income tax purposes.”

(j) Section 8.03(h) of the Purchase and Sale Agreement is deleted in its entirety and the following is substituted in lieu thereof: “[Intentionally Omitted].”

(k) The following definition is hereby added in the appropriate alphabetical order to Annex I of the Purchase and Sale Agreement:

“PAB Allocation” is defined in Section 7.03(f)(i).

(l) The definition of “Portsmouth Lease” is deleted in its entirety in Annex I of the Purchase and Sale Agreement.

2. Incorporation into Purchase and Sale Agreement. The provisions of this Addendum are essential components of the Purchase and Sale Agreement and, as such, shall be incorporated into and are hereby made and essential part thereof.

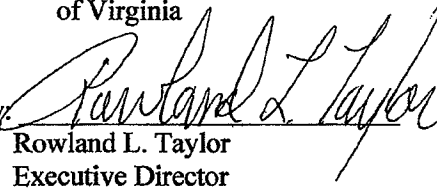
3. Full Force and Effect. Except as expressly modified herein, all other terms and provisions set forth in the Purchase and Sale Agreement shall remain in full force and effect and shall not otherwise be affected by this Addendum.

4. Counterparts. This Addendum 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 by telecopier or electronic delivery shall be effective as delivery of a manually executed counterpart of this Addendum.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the Parties have duly executed this Addendum 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: \_\_\_\_\_


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of Virginia

By: \_\_\_\_\_  
Rowland L. Taylor  
Executive Director

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

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

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