DocuSign Envelope ID: 75822D58-DC23-4660-BFA0-C3C74CB7CDDB

Contract Amendment Abstract

A Matter #:A-41120

JLR

Contract Amendment Information

Contract Title: Solid Waste Collection Services

Amendment Summary: Amend rate adjustment terms, length of contract and added Iran Divestment Act language.

Contract Number: 15722 Amendment Number: 2 Solicitation Number: 04-17

Type of Contract: Project Completion **Requires Council Legislation: Yes**

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): No

Contract Start Date: 7/28/2004 Contract Expiration Date: 12/31/2024 Contract Term: 246 months

Previous Estimated Contract Life Value: $10,000,000.00

Amendment Value: $5,200,000.00 Fund: 30501

New Estimated Contract Life Value: $15,200,000.00 BU: 42803100

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Ryn Nicol BAO Staff: Christopher Wood

Procuring Department: **Public Works** Department(s) Served: **Public Works**

Contractor Information

Contracting Firm: Waste Industries ISN: 2047

Address: PO Box 791519

City: Baltimore State: MD Zip: 21279

Contractor is (Enter Applicable %): SBE SDV MBE WBE

Company Contact: David Duke Email Address: david.duke@wasteindustries.com

Phone #: 919-291-6404

Contract Signatory: Jason Zepp **Email Address: jason.zepp@gflenv.com**

Subcontractor Information

Small Business and Service Disabled Veteran Business Program: N/A Amount: N/A

Percent, if applicable: N/A

Procurement Nondiscrimination Program: Program Not Applicable Amount: N/A

Percent: N/A

Federal Disadvantaged Business Enterprise: No Amount: N/A

Percent: N/A

* Amounts and/or percentages are not exclusive

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AMENDMENT NUMBER 2 TO CONTRACT NUMBER 15722
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND WASTE INDUSTRIES OF TENNESSEE, LLC

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and WASTE INDUSTRIES OF TENNESSEE, LLC, located in Baltimore, MD.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 28, 2004, Metro Contract numbered 15722, hereinafter the "CONTRACT", the parties hereby agree:

This amendment effects the following changes to the contract except as specifically modified herein, all of the terms of the Agreement shall remain in full force and effect.

1. The rates paid to Contractor shall not be adjusted pursuant to Section 4.03 and Schedule 3 of the Agreement prior to July 1, 2021. Upon Contractor's request, submitted in writing with appropriate supporting documentation, rate adjustments may resume thereafter for the remaining term of the Agreement.

2. Pursuant to Section 9.02, the term of the Agreement shall be extended through December 31, 2024.

3. Add Section 9.30 Iran Divestment Act language to read as follows.

   "In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts."

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

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Metropolitan Attorney

Contract Number 15722

Amendment Number #2

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Mark Sturtevant — SKW

Dept. / Agency / Comm. Head or Board Chair. — Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane — KN

Purchasing Agent — Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/Ho — CLH — AV

Director of Finance — OMB — BA

APPROVED AS TO FORM AND LEGALITY:

BC

Metropolitan Attorney — Insurance

Metropolitan Mayor — COO

ATTESTED:

Metropolitan Clerk — Date

CONTRACTOR

GFL Environmental Inc.

Company Name

Signature of Company's Contracting Officer

Jason Zepp

Officer's Name

Region Vice President

Officer's Title

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Property & Casualty Services(Primary Casualty)
45 Executive Drive, Plainview, NY 11803
Purves redmond limited*, 70 University Ave, S#400
Toronto ON M5J 2M4

CONTACT NAME: RISK MANAGEMENT
PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800
E-MAIL ADDRESS: RiskCerts@nfp.com

INSURED
Waste Industries USA, LLC
3301 Benson Dr, Ste 601
Raleigh, NC 27609

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Arch Insurance Canada Ltd	
INSURER C : XL Specialty Insurance Company	37885
INSURER D : National Union Fire Insurance Company of Pittsburg	19445
INSURER E : Ironshore Specialty Insurance Company	25445
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1305693238 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		HDOG71237576	4/1/2019	4/1/2020	EACH OCCURRENCE	$ 4,400,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 4,400,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		ISAH25282619	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 4,400,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B C	X UMBRELLA LIAB X OCCUR			ULP006300400*	4/1/2019	4/1/2020	EACH OCCURRENCE	$ 20,000,000
	X EXCESS LIAB CLAIMS-MADE			CA00009712LI19A	4/1/2019	4/1/2020	AGGREGATE	$ 20,000,000
	DED X RETENTION $ 10,000						Limits shown in CND$	$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		WLRC65890203	4/1/2019	4/1/2020	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)			SCFC65890240	4/1/2019	4/1/2020	E.L. EACH ACCIDENT	$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
D E E	Equipment Including Leased/Rented			B0460118550002019	7/1/2019	7/1/2020	Limit Per Occurrence	$500,000
	Contractors Pollution			004030900	4/1/2019	4/1/2020	Occ/Aggregate	$20,000,000 CND
	Pollution Legal			004031000	4/1/2019	4/1/2020	Occ/Aggregate	$20,000,000 CND

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Arch Insurance Canada Ltd - AM Best#066513
Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional an in accordance with the policy provisions of the General Liability and Automobile Liability Policy as required by written contract.

CERTIFICATE HOLDER

PURCHASING AGENT
METROPOLITAN GOVERNMENT OF
NASVHILLE & DAVIDSON COUNTY
METRO COURTHOUSE
NASHVILLE TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured GFL Environmental Real Property, Inc.			Endorsement Number 1
Policy Symbol ISA	Policy Number H25282619	Policy Period 04/01/2019 TO 04/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Stuart B Wilkin

Authorized Representative

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POLICY NUMBER: HDO G71237576

Endorsement Number: 1

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

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IFIC Surety
A Member of IAT Insurance Group

BOND RIDER

To be attached to and form a part of Bond No MAIFSU0653867

Dated The 1st Day of July, 2014 By and Between:

Waste Industries of Tennessee, LLC, as Principal, and

International Fidelity Insurance Company as Surety, in favor of

The Metropolitan Government of Nashville and Davidson County, TN, as Obligee.

It is understood and agreed that the bond is changed or revised in the particulars checked below:

☐ Name of Principal changed to:

☑ Amount of Bond changed from Five Hundred Thousand & 00/100 ($500,000)
to Seven Hundred Fifty Thousand & 00/100 ($750,000)

☐ Other

Said bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This bond Rider shall become effective as of January 1, 2020

IN WITNESS WHEREOF, International Fidelity Insurance Company has caused its corporate seal to be hereunto affixed this 23rd day of October, 2019.

Principal: Waste Industries of Tennessee, LLC
By: D. Stephen Griffin, Chief Financial Officer

International Fidelity Insurance Company
By: James W. Poole Attorney-in-Fact

DocuSign Envelope ID: 75822D58-DC23-4660-BFA0-C3C74CB7CDDB

POWER OF ATTORNEY

Bond # MAIFSU0653867

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JAMES W. POOLE, JOHN D. KINNEY, ROBERT G. SALMON, JR., DAVID J. BRASWELL

Raleigh, NC

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 23, 2019

A02087

Irene Martins, Assistant Secretary

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International Fidelity Insurance Company
One Newark Center 20th Floor
Newark, NJ 07102 (973) 624-7200
www.ific.com

CONTINUATION CERTIFICATE

Bond No. **MAIFSU0653867**

Bond Amount: **$500,000**

Term Beginning: **January 1, 2019**

Term Ending: **January 1, 2020**

Principal: **Waste Industries of Tennessee, LLC**

Obligee: **The Metropolitan Government of Nashville and Davidson County, TN**

RE: Solid Waste Collection Services

It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above.

This continuation shall be deemed a part of the original bond and not a new obligation and is subject to all the covenants and conditions of said bond.

INTERNATIONAL FIDELITY INSURANCE COMPANY

By:_____

Attorney-In-Fact

December 14, 2018
Signed and Sealed Date

DocuSign Envelope ID: 75822D58-DC23-4660-BFA0-C3C74CB7CDDB

International Fidelity Insurance Company
One Newark Center 20th Floor
Newark, NJ 07102
(973) 624-7200
www.ific.com

CONTINUATION CERTIFICATE

Bond No. MAIFSU 0653867

Bond Amount: $500,000

Term Beginning: January 1, 2018

Term Ending: January 1, 2019

Principal/Insured: Waste Industries of Tennessee, LLC

Obligee: The Metropolitan Government of Nashville and Davidson County, TN

Re: Solid Waste Collection Services

It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above.

This continuation shall be deemed a part of the original bond and not a new obligation and is subject to all the covenants and conditions of said bond.

International Fidelity Insurance Company

By: _____

James W. Poole
Attorney-In-Fact

December 11, 2017
Signed and Sealed Date

DocuSign Envelope ID: 75822D58-DC23-4660-BFA0-C3C74CB7CDDB

International Fidelity Insurance Company
One Newark Center 20th Floor
Newark, NJ 07102
(973) 624-7200
www.ific.com

CONTINUATION CERTIFICATE

Bond No. MAIFSU 0653867

Bond Amount: $500,000

Term Beginning: January 1, 2017

Term Ending: January 1, 2018

Principal/Insured: Waste Industries of Tennessee, LLC

Obligee: The Metropolitan Government of Nashville and Davidson County, TN

Re: Solid Waste Collection Services

It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above.

This continuation shall be deemed a part of the original bond and not a new obligation and is subject to all the covenants and conditions of said bond.

International Fidelity Insurance Company

By: _____

James W. Poole
Attorney-In-Fact

December 1, 2016
Signed and Sealed Date

DocuSign Envelope ID: 75822D58-DC23-4660-BFA0-C3C74CB7CDDB

International Fidelity Insurance Company
One Newark Center 20th Floor
Newark, NJ 07102
(973) 624-7200
www.ific.com

CONTINUATION CERTIFICATE

Bond No. MAIFSU 0653867

Bond Amount: $500,000

Term Beginning: January 1, 2016

Term Ending: January 1, 2017

Principal/Insured: Waste Industries of Tennessee, LLC

Obligee: The Metropolitan Government of Nashville and Davidson County, TN

Solid Waste Collection Services

It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above.

This continuation shall be deemed a part of the original bond and not a new obligation and is subject to all the covenants and conditions of said bond.

International Fidelity Insurance Company

By: _____

James W. Poole
Attorney-In-Fact

December 1, 2015
Signed and Sealed Date

DocuSign Envelope ID: 75822D58-DC23-4660-BFA0-C3C74CB7CDDB

IFIC Surety GROUP

Performance and Payment Bond
Bond No. MAIFSU 0653867

KNOW ALL BY THESE PRESENTS, That we **Waste Industries of Tennessee, LLC**, as Principal, and **International Fidelity Insurance Company**, of **Newark, New Jersey**, authorized to do business in the State of **Tennessee**, as Surety, are held and firmly bound unto **The Metrpolitan Government of Nashville and Davidson County, TN** as Obligee, in the maximum penal sum of **Five Hundred Thousand & 00/100** Dollars (**$500,000.00**), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the **Collection Services for Solid Waste Agreement**, (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, free and clear of all liens arising out of claims for labor and material entering into the work, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of **July 1, 2014** to **January 1, 2016**. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.

2. No claim, action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.

3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.

4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond. Surety Address: International Fidelity Insurance Company
   One Newark Center, 20th Floor
   Newark, NJ 07102
   Attn: Brian Bragg, Associate Counsel

5. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this **19th** day of **June, 2014**

Waste Industries of Tennessee, LLC

By:_____
D. Stephen Grissom, Chief Financial Officer

THIS BOND REPLACES AND SUPERSEDES TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA BOND NUMBER 104188158

International Fidelity Insurance Company

By:_____
James W. Poole, Attorney-in-Fact

Certificate Of Completion

Envelope Id: 75822D58DC234660BFA0C3C74CB7CDDB
Status: Sent
Subject: Metro Contract 15722 Amendment 2 with Waste Industries (Public Works)
Source Envelope:
Document Pages: 13
Signatures: 4
Certificate Pages: 17
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.190

Record Tracking

Status: Original
11/16/2019 11:18:52 AM

Holder: Procurement Resource Group
prg@nashville.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Kathryn Nicol Kathryn.Nicol@nashville.gov Security Level: Email, Account Authentication (None)	KN Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 11/18/2019 9:43:00 AM Viewed: 11/18/2019 11:36:08 AM Signed: 11/18/2019 11:36:44 AM
Electronic Record and Signature Disclosure: Accepted: 11/18/2019 11:36:08 AM ID: a1f48b11-02d3-48c9-9e02-1946035152d7		
Terri L. Ray terri.ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	TLR Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 11/18/2019 11:36:46 AM Viewed: 11/19/2019 8:04:12 AM Signed: 11/19/2019 8:13:09 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sharon Wahlstrom Sharon.Wahlstrom@nashville.gov Security Level: Email, Account Authentication (None)	SKW Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/19/2019 8:13:11 AM Viewed: 11/20/2019 1:15:38 PM Signed: 11/20/2019 1:17:41 PM
Electronic Record and Signature Disclosure: Accepted: 11/20/2019 1:15:38 PM ID: eb7dfed0-0b18-4441-9e0a-3bf6bbbb62c0		
Alicia Viravouth Alicia.Viravouth@nashville.gov Management and Budget Analyst 3 Security Level: Email, Account Authentication (None)	AV Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 11/20/2019 1:17:44 PM Viewed: 11/22/2019 9:22:49 AM Signed: 11/22/2019 9:23:37 AM
Electronic Record and Signature Disclosure: Accepted: 12/4/2019 2:32:13 PM ID: 6aaf12b4-f6d3-41f6-bae7-0f9ae55c090a		

Signer Events	Signature	Timestamp
Jason Zepp jason.zepp@gflenv.com Region Vice President GFL Environmental Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/22/2019 10:54:54 AM ID: a83c936e-a486-45a4-8e7e-51c69672302a	Signature Adoption: Drawn on Device Using IP Address: 174.218.147.249 Signed using mobile	Sent: 11/22/2019 9:23:39 AM Viewed: 11/22/2019 10:54:54 AM Signed: 11/22/2019 10:55:20 AM
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Michelle A. Hernandez Lane Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 11/22/2019 10:55:22 AM Viewed: 11/22/2019 3:52:24 PM Signed: 11/22/2019 3:52:44 PM
Mark Sturtevant Mark.Sturtevant@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/25/2019 6:54:55 AM ID: a085df9a-9d8c-4408-8d69-5d1c7ad0accb	Mark Sturtevant Signature Adoption: Pre-selected Style Using IP Address: 76.122.197.148	Sent: 11/22/2019 3:52:47 PM Viewed: 11/25/2019 6:54:55 AM Signed: 11/25/2019 6:55:10 AM
Christopher L. Harmon chris.harmon@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/25/2019 8:00:42 AM ID: e1c60264-eb30-457f-9a8b-5ec36860f034	CLH Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 11/25/2019 6:55:13 AM Viewed: 11/25/2019 8:00:42 AM Signed: 11/25/2019 8:01:59 AM
Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/27/2019 10:11:35 AM ID: ab6ca2ae-5d9f-4b80-9438-909545cc3c79	Kevin Cumbo/tlo Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 11/25/2019 8:02:02 AM Resent: 12/10/2019 9:35:02 AM Viewed: 11/27/2019 10:11:35 AM Signed: 12/10/2019 1:39:24 PM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 170.190.198.100	Sent: 12/10/2019 1:39:28 PM Viewed: 12/10/2019 1:56:00 PM Signed: 12/10/2019 1:59:39 PM

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	BC Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 12/10/2019 1:59:42 PM Viewed: 12/10/2019 2:06:07 PM Signed: 12/10/2019 2:06:25 PM
Electronic Record and Signature Disclosure: Accepted: 12/10/2019 2:06:07 PM ID: 6b9e8c0e-fed4-4531-9252-ef664d897458		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 12/10/2019 2:06:29 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tara Ladd tara.ladd@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/10/2019 2:06:28 PM Viewed: 12/10/2019 2:13:52 PM
Kristin Wilson kristin.wilson@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
John Cooper mayor@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2019 2:06:29 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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particular transaction involves a â€œconsumer;â€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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