

MIP V Waste MidCo, LLC
Board of Managers Services Agreement

This Board of Managers Services Agreement (“**Agreement**”), dated [REDACTED], is entered into among MIP V Waste MidCo, LLC, a Delaware limited liability company (“**Company**”) and [REDACTED] (“**Manager**”).

WHEREAS, the Company desires to retain the services of Manager as a member of the Company’s Board of Managers (the “**Board**”) for the benefit of such Company; and

WHEREAS, Manager desires to serve on the Company’s Board for the period of time and subject to the terms and conditions set forth herein.

NOW, THEREFORE, for consideration and as set forth herein, the parties hereto agree as follows:

1. **Board Duties.**

(a) *Manager Services.* Manager agrees to provide the following services to the Company (collectively, “**Manager Services**”): (i) serve as a member of the Board (including attending at least 4 meetings of the Board per annum either in person or via video conference, as designated); (ii) in Manager’s capacity as a member of the Board, provide advice and guidance to senior management (including of the type described in Section 1(b)) and engage in customary conversations with management in respect of, among other things, strategy, business plans, business plan execution, governance, performance and risk management; (iii) serve as a member of one or more committees of the Board as may be requested from time to time by a majority of the Board and for which Manager is qualified to serve as mutually agreed by Manager and the Company; and (iv) without limiting the generality of any of the foregoing, meet with the Company upon request, at dates and times mutually agreeable to Manager and the Company, to discuss any matter involving the Company, which involves or may involve issues of which Manager has knowledge based on Manager Services and cooperate in the review, defense or prosecution of such matters. On the Termination Date, Manager shall automatically cease to be a member of the Board (and any committees thereof) and, in connection therewith, if requested by the Company, Manager agrees to immediately execute a written instrument solely evidencing that Manager has ceased to serve as a member of the Board of the Company as of such Termination Date. In connection with the Manager Services, Manager will report to the Chairperson of the Board.

(b) *Manager Expertise.* During the Term, Manager acknowledges and agrees that the Company may call upon Manager’s expertise in the waste management industry, or other business disciplines where Manager has a deep understanding with respect to the Company’s business operations and that such requests may require additional time and efforts in addition to Manager’s customary service as a member of the Board.

(c) *Notifications.* Manager will notify the Company promptly if they are subpoenaed or otherwise served with legal service of process in any matter involving the Company. Manager will notify the Company if any attorney who is not representing the Company contacts or attempts to contact Manager (other than Manager’s own legal counsel) to obtain information that in any way relates to the Company, and, unless expressly disallowed by law, Manager will not discuss any of these matters with any such attorney without first notifying the Company and providing the Company with an opportunity to have their attorney present during any meeting or conversation with any such attorney.

2. **Term.** The term of Manager’s Manager Services under this Agreement shall be the period beginning on the date on which Manager is duly appointed as a member of the Board (“**Appointment Date**”) and continuing for an indefinite period until the Termination Date (as defined herein), subject

to the limitations and requirements of the organizational documents of the Company (“**Term**”). For purposes of this Agreement, the term “**Termination Date**” shall mean the earliest to occur of:

(a) the resignation date specified in a written notice of resignation given at any time after the Appointment Date by Manager to the Board, which resignation date shall be no earlier than the date such written notice of resignation is delivered to the Board;

(b) the termination date specified in a written notice of termination given at any time after the Appointment Date by (or on behalf of) the Board, which termination date shall be no earlier than the date such written notice of termination is delivered to Manager; and

(c) any other date on which Manager ceases to serve on the Board for any reason.

3. **Compensation; Expenses.** [REDACTED]

[REDACTED]

4. **Conflicts of Interest.** During the Term, (a) Manager shall comply with Company policies, including but not limited to the Political Contributions Policy, Anti-Corruption Policy and State and Local Conflict of Interest Policy; (b) with respect to any transaction, potential transaction or other matter that is considered by the Board, and with respect to which Manager has actual knowledge (after reasonable inquiry) that they have, or are reasonably likely to have, a conflict of interest, Manager shall promptly disclose to the Board, in reasonable detail, the nature of such conflict of interest, and, to the extent requested by the Board, Manager shall recuse themselves from any discussion and/or vote by the Board regarding such transaction, potential transaction or other matter; and (c) Manager shall not, without the prior written consent of the Company, provide employment, advisory or board related (or similar) services to, or otherwise have (directly or indirectly) any economic or voting interests in, any business that directly competes with the Company’s business in California and has less than \$1 billion in annual revenues from such business (“**Competitive Business**”). Notwithstanding the foregoing, nothing contained in this Agreement or otherwise shall prohibit Manager from having passive investments through mutual funds and/or limited partnership interests in private equity and/or hedge funds which have investments in Competitive Businesses and/or purchasing and

holding as a passive investment less than 5% of any class of the issued and outstanding and publicly traded (on a recognized national or regional securities exchange or in the over-the-counter market) security of a Competitive Business. In addition, Manager shall not be prohibited by this Section 4 or otherwise from providing services to, or having an economic interest (including an equity interest) in, any Person (as defined in the LLC Agreement) that is an unrelated, non-California or non-competitive subsidiary, division or affiliate of a Competitive Business, or any private equity firm and/or hedge fund that has an investment in a Competitive Business, as long as Manager is not providing services directly to (or having an economic or voting interest directly in) the Competitive Business. In this regard, Manager shall be permitted to be on the board of directors, board of managers or similar governing body of any Person that owns or controls a Competitive Business as long as such Competitive Business represents less than 10% of the annual revenues of the Person for the year prior to the year in which Manager joined such Person's board or similar governing body. Notwithstanding the foregoing, it is hereby agreed and understood that all of Manager's investments and board roles as of the Appointment Date as set forth on Exhibit A hereto do not constitute a Competitive Business. Except as expressly provided in this Section 4 and 5, there are no other restrictions on Manager's activities both during their service on the Board and following the Termination Date.

5. **Confidential Information.**

(a) Manager acknowledges that, in connection with the provision of the Manager Services, they will have access to "**Confidential Information**", which term shall be defined as all data, information, agreements, documents, ideas, concepts, discoveries, trade secrets, inventions (whether or not patentable or reduced to practice), innovations, improvements, know-how, developments, techniques, methods, processes, treatments, drawings, sketches, specifications, designs, plans, patterns, models, plans and strategies, any tangible or intangible items that a reasonable person would believe to be confidential, and all other confidential or proprietary information or trade secrets in any form or medium (whether merely remembered or embodied in a tangible or intangible form or medium) whether now or hereafter existing, relating to the Company or any of its affiliates or subsidiaries, including information relating to or arising from the past, current or potential business, activities and/or operations of the Company or any of its affiliates or subsidiaries (which includes, without limitation, information relating to or concerning finances, financial arrangements, transactions, sales, marketing, advertising, transition, promotions, pricing, personnel, customers, suppliers, vendors, business relations and/or competitors) obtained by Manager in providing Manager Services; provided, however, that Confidential Information shall not include information that (i) was generally known by the public prior to Manager's receipt of such information or (ii) becomes generally known by the public through no wrongful act or omission by Manager or any representative of Manager (including a breach of this Agreement). The term "Confidential Information" shall, for the avoidance of doubt, include all analyses, documents or other notes prepared by or on behalf of Manager that contain or otherwise reflect Confidential Information.

(b) Manager shall keep all Confidential Information confidential and shall not: (i) disclose Confidential Information to any person other than as expressly set forth in this Agreement; or (ii) use Confidential Information except in connection with, and for purposes related to, the proper provision of the Manager Services hereunder. Manager shall take all reasonable and necessary steps to maintain the secrecy and prevent the disclosure and improper use of Confidential Information. Manager shall be permitted to disclose Confidential Information as required by law or any court, governmental, regulatory or self-regulatory agency or body provided, where unless expressly disallowed by law, Manager provides written notification to Company with reasonable time to allow Company to file a motion for protection or similarly object to such disclosure and allow for protection of such Confidential Information.

(c) Manager acknowledges that documents and other materials received or created by Manager while performing the Manager Services hereunder are and shall remain the Company's property.

(d) Promptly following the Termination date, Manager shall return to the Company or destroy

all Confidential Information in their possession or control, and shall, upon request from the Company, confirm such return or destruction in writing.

(e) Manager acknowledges that they may also be subject to the confidentiality obligations imposed by the Company and their respective subsidiaries, whether by contract, under their company policies or otherwise provided they have been communicated to Manager, as may from time to time be in effect, and Manager shall comply with such obligations in all respects.

(f) The terms and conditions of this Agreement shall remain strictly confidential, and Manager hereby agrees not to disclose the terms and conditions hereof to any person or entity, other than immediate family members, legal advisors or personal tax or financial advisors, or prospective future employers solely for the purpose of disclosing the limitations on Manager's conduct hereunder who, in each case, agree to, and shall, keep such information confidential and not disclose it to any other person (and Manager shall be responsible to the Company for any disclosure by such persons or entities in breach of the foregoing).

(g) Manager understands and agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Section 5 and that, in addition to all other remedies, the Company shall be entitled to specific performance or injunctive or other equitable relief, without posting any bond, as a remedy for any such breach or threatened breach.

(h) In the event of a final judgment by a court of competent jurisdiction that Manager has breached any of the provisions of this Section 5, Manager shall forfeit the right to receive any further benefits under this Agreement (including the right to receive further compensation as described in Section 3).

(i) Manager agrees that the obligations set forth in this Section 5 shall survive the Termination Date and the termination of Manager Services under this Agreement.

6. **No Continued Rights under this Agreement.** Except for Manager's first appointment to the Board, nothing in this Agreement creates any obligation on the part of the Company or any direct or indirect equity holder of the Company to nominate or designate Manager for membership on any Board (or any committee thereof) or to vote in favor of any appointment of Manager as a member of any Board (or any committee thereof).

7. **Cooperation; Liability.**

(a) In the event of any claim or litigation against the Company and/or Manager based upon any alleged conduct, acts or omissions of Manager during the tenure of Manager as a Board member of the Company, whether known or unknown, threatened or not as of the time of this writing (other than, for the avoidance of doubt, any claim or litigation by the Company against Manager or by the Manager against the Company), the Company will reasonably cooperate with Manager and provide to Manager such information and documents as are necessary and reasonably requested by Manager or their counsel, subject to restrictions imposed by applicable law, including federal or state securities laws or court order or injunction. Notwithstanding anything to the contrary in this Agreement, in no event shall the Company be required to take any action that would be in conflict with the Company's organizational documents or applicable law, as in effect from time-to-time.

(b) Manager shall be entitled to the full exculpation, indemnification and mandatory advancement of expenses as set forth in Article VI of the LLC Agreement (or any successor provision, including in any bylaws if the Company converts to a corporation) or, if greater, pursuant to applicable law and such provisions shall be incorporated in full into this Agreement. With respect to the indemnification and mandatory advancement of expenses in Article VI of the LLC Agreement (or any successor provision), the Company also agrees that those provisions will extend to any threatened claim, litigation or administrative or investigatory matter (including Manager participating as a witness), that "liabilities" will

also cover “judgments, fines, penalties and amounts paid in settlement” and that the Company will advance Manager Expenses (as defined in the LLC Agreement) within twenty (20) days of its receipt of such a request. Finally, if Manager has to sue the Company to enforce their rights under this Section 7 or Article VI of the LLC Agreement (or any successor provision) (including as incorporated into this Section 7), Manager shall be entitled to advancement of their expenses for such claim or litigation (or threatened claim or litigation). If the Company enters into a stand-alone indemnification agreement with any other member of the Board or executive of the Company, it agrees to enter into the same form of agreement with Manager.

(c) During the Term, the Company shall maintain directors’ (managers) and officers’ insurance for the benefit of Manager in such amounts as are applicable to all Managers of the Board, as determined by the Board from time to time. Company shall reasonably cooperate to ensure that Manager has access to all such available insurance policies, and shall provide all reasonably requested information for Manager to make or tender any claim under applicable coverage.

8. No Employment Relationship; Independent Contractor Status. Nothing in this Agreement is intended or shall be deemed to create any employment, partnership, agency or joint venture relationship between the Company and Manager. Manager acknowledges and agrees that, in Manager’s capacity as a member of the Board (or any committees thereof), Manager’s status at all times shall be that of an independent contractor. The parties hereby acknowledge and agree that all amounts paid pursuant to Section 3 hereof shall represent fees for services as an independent contractor, and shall therefore be paid without any deductions or withholdings taken therefrom for taxes or for any other purpose. Manager further acknowledges that the Company does not make any warranties as to any tax consequences regarding payment of such amounts, and specifically agrees that the determination of any tax liability or other consequences of any payment made hereunder is Manager’s sole and complete responsibility and that Manager will pay all taxes, if any, assessed on such payments under the applicable laws of any federal, state, local, foreign or other jurisdiction and, to the extent not so paid, will indemnify the Company for any taxes so assessed against the Company. During the Term, Manager shall not be eligible to participate in any of the employee benefit plans or arrangements of the Company or their respective subsidiaries or affiliates, unless otherwise specifically determined by the Company.

9. Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflict of laws principles. Each party hereto consents specifically to the exclusive jurisdiction of the courts of New Castle County of the State of Delaware. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO JURY TRIAL IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

10. Miscellaneous Provisions.

(a) *Entire Agreement.* This is the entire agreement of the parties, together with the LLC Agreement and any amendment thereto, with respect to the subject matter hereof and supersedes all prior written or oral representations, agreements, and/or understandings between the parties concerning the subject matter hereof except the LLC Agreement and any amendment thereto.

(b) *Assignment.* Manager may not assign its rights or obligations under this Agreement without prior written consent of the Company (and any such assignment in violation of the foregoing shall be null and void ab initio), such consent may be withheld by the Company in their sole and absolute discretion.

(c) *Severability.* If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability

Exhibit A

Entity Name	Description of Role / Activities / Location