

**Addendum to Base Contract for Sale and Purchase of Natural Gas**

This Addendum to Base Contract for Sale and Purchase of Natural Gas (“Addendum”) supersedes any conflicting terms set forth in the General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas and the Base Contract for Sale and Purchase of Natural Gas itself.

1. Section 1.2 is amended to reflect the Buyer and Seller select “Written Transaction Procedure”.
2. A new Section 7.8 is added to read as follows: Notwithstanding the above, all billing and payments shall be per the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.
3. A new Section 8.5 is added to read as follows: Notwithstanding any other provision in Section 8, Seller’s liability and agreement to indemnify shall only be to the limits set forth in Section 768.28, Florida Statutes, and shall not be deemed a waiver of Seller’s sovereign immunity.
4. The following provision is added to Section 10.3.1 “Early Termination Damages Apply”:  
TERMINATION IN REGARDS TO F.S. 287.135: SELLER certifies that it and those related entities of SELLER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. BUYER may terminate this Contract if SELLER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.
5. Section 14.5 is amended to read as follows: The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Addendum or the Base Contract for Sale and Purchase of Natural Gas, or any breach hereof, as well as any litigation between the Buyer and Seller, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justiciable in federal court. The laws of Florida shall govern any such claims, controversies, disputes or litigation.
6. A new Section 14.12 is added as follows: Seller is registered with and will use the Department of Homeland Security’s E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Seller is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

IN WITNESS WHEREOF, the parties have executed this Addendum to Base Contract for Sale and Purchase of Natural Gas in duplicate.

TIGER, INC.  
**Party Name**

SOLID WASTE DISPOSAL DISTRICT OF INDIAN RIVER COUNTY  
**Party Name**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_