

("Initial Term"). At the end of the Initial Term, Lowndes County may renew this Agreement for up to two, seven (7) year renewal terms (each, a "Renewal Term"). If Lowndes County desires to so renew this Agreement, Lowndes County shall notify Contractor in writing prior to the end of the Initial Term or the first Renewal Term, as the case may be. This Agreement may be terminated by Lowndes County upon any breach or violation by Contractor of this Agreement which breach or violation is not cured by Contractor within ten (10) days of notice in reasonable detail of the nature of such breach or violation or, if such breach or violation cannot be reasonably cured in such ten (10) days, Contractor has begun during such ten (10) days to promptly and continuously take all reasonable efforts to cure such breach or violation, but that nevertheless such breach or violation is not cured within forty-five (45) days of Lowndes County's initial notice to Contractor of such breach or violation. Additionally, Lowndes County may cancel and terminate this Agreement, in whole or in part, for its convenience and without penalty at any time upon sixty (60) days prior written notice to Contractor. Any cancellation or termination of this Agreement shall not relieve Contractor of its obligation to promptly deliver and/or perform the Tank Maintenance Services up through the effective date of such cancellation or termination.

4. Contractor's Maintenance Fee. Lowndes County shall pay to Contractor for performing Contractor's obligations under this Agreement, including the Tank Maintenance Services, during the Initial Term the aggregate sum of \$1,322,274.00 ("Maintenance Fee"). The Maintenance Fee shall be paid to Contractor during the Initial Term within sixty (60) days of work being completed per the schedule. If this Agreement is cancelled or terminated prior to the end of the Initial Term or a then in effect Renewal Term, as the case may be, the Maintenance Fee shall be prorated based upon the number of days in which this Agreement is in effect during such Initial Term or Renewal Term. After the first three (3) years of the Initial Term, the then remaining portion of the Maintenance Fee may be increased for consumer price inflation (but up to no more than two (2.0%) percent per annum from the Maintenance Fee in effect for the immediately prior year of this Agreement) upon Contractor's prior written request to Lowndes County sixty (60) days prior to the end of such immediately prior year and upon the prior written agreement of Contractor and Lowndes County to the amount of such Maintenance Fee increase.

5. Changes to Agreement. Lowndes County may make changes within the general scope of this Agreement at any time by thirty (30) days prior written notice thereof to Contractor. Changes within the scope of the Agreement include, but are not limited to, things such as changes to the Specifications. The Contractor shall comply with such changes to the Agreement. Contractor shall be compensated for any reasonable additional costs it incurred, as the result of such changes and shall give Lowndes County a credit for any savings. Such compensation changes shall be determined by mutual agreement in writing between Lowndes County and Contractor.

6. Subcontractors. Any subcontractors (both primary and lower tiered) engaged to work on the Tank Maintenance Services must be approved in advance in writing by Lowndes County; regardless, Contractor shall remain primarily liable for such subcontractors and the quality, supervision and risk regarding the activities and work of such subcontractors.

7. Additional Water Tank Work. Lowndes County and Contractor may agree for Contractor to perform maintenance and repair work on the Water Tanks in addition to the