

## FIFTH SUPPLEMENTAL INDENTURE

THIS FIFTH SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”), dated as of September 24, 2021, among GFL Environmental Inc., a corporation organized under the laws of the Province of Ontario (the “*Issuer*”), the guarantors party hereto (each, a “*Guarantor*”, collectively, the “*Guarantors*”) and Computershare Trust Company, N.A., a national banking association, as trustee under the Indenture referred to herein (the “*Trustee*”).

### WITNESSETH

WHEREAS, the Issuer and the Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of November 23, 2020, among the Issuer, the Guarantors named therein and the Trustee (as amended, supplemented or otherwise modified from time to time, including by the First Supplemental Indenture, dated as of December 30, 2020, the Second Supplemental Indenture, dated as of January 28, 2021, the Third Supplemental Indenture, dated as of June 10, 2021, and the Fourth Supplemental Indenture, dated as of July 29, 2021, the “*Indenture*”), relating to the 4.000% Senior Notes due 2028 (the “*Notes*”) of the Issuer;

WHEREAS, pursuant to Section 2.2 of the Indenture, Additional Notes may be issued from time to time under the Indenture, in each case upon an Issuer Order, and such Additional Notes and the Initial Notes will be treated as a single class for all purposes under the Indenture;

WHEREAS, the Issuer and the Guarantors have authorized the execution and delivery of this Supplemental Indenture for the purpose of issuing US\$250,000,000 in aggregate principal amount of Additional Notes (the “*New Notes*”);

WHEREAS, pursuant to Section 9.1 of the Indenture, the Issuer, the Trustee and the Guarantors are authorized to execute and deliver this Supplemental Indenture to provide for the issuance of Additional Notes in accordance with the limitations set forth in the Indenture without notice to or consent of any Holder.

WHEREAS, the Trustee in entering into this Supplemental Indenture is entitled to rely upon the Officer’s Certificate and an Opinion of Counsel, each of which has been provided to the Trustee; and

NOW THEREFORE, to comply with the provisions of the Indenture and in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. ISSUE OF NEW NOTES. As of the date hereof, the Issuer shall issue the New Notes pursuant to this Supplemental Indenture. The New Notes issued pursuant to this Supplemental Indenture constitute Additional Notes issued pursuant to Section 2.2 and subject to Section 4.3 of the Indenture and shall be consolidated with and form a single class with the Initial Notes

previously established pursuant to the Indenture. The New Notes shall have the same terms and conditions in all respects as the Initial Notes, except that the issue date of the New Notes shall be September 24, 2021, the issue price shall be 100.000% of the aggregate principal amount thereof plus accrued and unpaid interest from and including August 1, 2021 and the first interest payment date shall be February 1, 2022. The New Notes issued in the form of Global Notes will be issued under the same CUSIP/ISIN numbers as the Initial Notes (except that New Notes issued pursuant to Regulation S under the Securities Act will trade separately under different CUSIP/ISIN numbers until at least 40 days after the issue date of the New Notes and thereafter, subject to the terms hereof). The aggregate principal amount of the New Notes that may be authenticated and delivered pursuant to this Supplemental Indenture shall be US\$250,000,000. Promptly following the termination of 40 days following the issue date of the New Notes, the Issuer shall cause the beneficial interests in New Notes in the form of Regulation S Global Notes to be exchanged for beneficial interests in the Initial Note Regulation S Global Note (CUSIP: C39217 AP6) pursuant to the Applicable Procedures. The Issuer shall deliver to the Trustee an Issuer Order to process such mandatory exchange, along with an Officer's Certificate and Opinion of Counsel.

3. AUTHENTICATION AND DELIVERY OF NEW NOTES. As of the date hereof, the Issuer will issue, and the Trustee, pursuant to an Issuer Order delivered in connection therewith, is directed to authenticate and deliver, the New Notes under the Indenture, substantially in the form of Exhibit A to the Indenture.

4. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES, THE NEW NOTES AND THE NOTE GUARANTEES ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. WAIVER OF JURY TRIAL. EACH OF THE ISSUER, THE GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

6. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

7. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

8. TRUSTEE'S DISCLAIMER. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture, but on the terms and conditions set forth in the

Indenture, including the terms and provisions defining and limiting the protections, liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Issuer, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Issuer by action or otherwise, (iii) the due execution hereof by the Issuer or (iv) the consequences of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

9. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. The Issuer and each Guarantor hereby consent to the terms of this Supplemental Indenture and the New Notes, including, without limitation, all additional Obligations resulting therefrom. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, as of the date first written above.

**GFL ENVIRONMENTAL INC.**

By: /s/ Patrick Dovigi  
Name: Patrick Dovigi  
Title: President and Chief Executive  
Officer

**2289587 ALBERTA ULC  
2313159 ALBERTA ULC  
2353961 ALBERTA ULC  
2354010 ALBERTA ULC  
2779572 ONTARIO INC.  
2779573 ONTARIO INC.  
2779574 ONTARIO INC.  
6ISH HOLDINGS, INC.  
ALPINE DISPOSAL, INC.  
AMERICAN WASTE TRANSFER STATION, LLC  
AMERICAN WASTE, INC.  
AMERICAN WASTE, LLC  
ARBOR HILLS LANDFILL, INC.  
BESTWAY RECYCLING, INC.  
BLACK CREEK RENEWABLE ENERGY, LLC  
COBB COUNTY TRANSFER STATION, LLC  
COUNTY RECYCLING, LLC  
COUNTY WASTE FREDERICKSBURG, LLC  
COUNTY WASTE OF PENNSYLVANIA, LLC  
COUNTY WASTE OF VIRGINIA, LLC  
COUNTY WASTE SOUTHWEST VIRGINIA, LLC  
COUNTY WASTE, LLC  
CWV HOLDCO, INC.  
EAGLE BLUFF LANDFILL, INC.  
EAGLE POINT LANDFILL, LLC  
EAGLE RIDGE LANDFILL, LLC  
EMA DEVELOPMENT, LLC  
EMERALD PARK LANDFILL, LLC  
EMERALD WASTE SERVICES, LLC  
ETC OF GEORGIA, LLC  
EWS CENTRAL FLORIDA HAULING, LLC  
FIVE PART DEVELOPMENT, LLC  
FORT BEND REGIONAL LANDFILL, L.P.**

**GFL ENVIRONMENTAL HOLDINGS (US), INC.**  
**GFL ENVIRONMENTAL INC. 2021**  
**GFL ENVIRONMENTAL REAL PROPERTY, INC.**  
**GFL ENVIRONMENTAL SERVICES USA, INC.**  
**GFL ENVIRONMENTAL USA INC.**  
**GFL EVERGLADES HOLDINGS LLC**  
**GFL HOLDCO (US), LLC**  
**GFL ILLINOIS LLC**  
**GFL INFRASTRUCTURE GROUP INC.**  
**GFL MUSKEGO LLC**  
**GFL SLIM JIM 2, LLC**  
**GFL SLIM JIM 3, LLC**  
**GFL SLIM JIM 4, LLC**  
**GFL SLIM JIM 5, L.P.**  
**GFL SOLID WASTE MIDWEST LLC**  
**GFL SOLID WASTE SOUTHEAST LLC**  
**GFL US 7, L.P.**  
**GFL US 8, LLC**  
**GFL WRANGLER HOLDCO US 2, INC.**  
**GFL WRANGLER US 1, LLC**  
**GFL WRANGLER US 2, LLC**  
**GFL WRANGLER US 3, LLC**  
**GFL WRANGLER US 4 LLC**  
**GFL WRANGLER US 5, LLC**  
**GFL WRANGLER US 6, LLC**  
**GFL WRANGLER US, L.P.**  
**GLACIER RIDGE LANDFILL, LLC**  
**GRACE DISPOSAL SYSTEMS, L.L.C.**  
**GREENTREE LANDFILL, LLC**  
**GWINNETT TRANSFER STATION, LLC**  
**HAW RIVER LANDCO, LLC**  
**HAZAR-BESTOS CORPORATION**  
**HICKORY MEADOWS LANDFILL, LLC**  
**J&E RECYCLING, LLC**  
**JONES SANITATION, L.L.C.**  
**L&L DISPOSAL, LLC**  
**LAKEWAY LANDCO, LLC**  
**LAKEWAY SANITATION & RECYCLING C&D, LLC**  
**LAKEWAY SANITATION & RECYCLING MSW, LLC**  
**LAND & GAS RECLAMATION, INC.**  
**LAURENS COUNTY LANDFILL, LLC**  
**MALLARD RIDGE LANDFILL, INC.**  
**MEAD HOLDINGS, LLC**  
**MOBILE TRANSFER STATION, LLC**  
**MONTGOMERY TRANSFER STATION, LLC**  
**MOUNTAIN STATES PACKAGING, LLC**

**N.E. LAND FILL, LLC  
NORTH ANDREWS EMPLOYMENT PARK, LLC  
NORTHEASTERN ENVIRONMENTAL, LLC  
NORTHEASTERN EXPLORATION, INC.  
NORTHERN A-1 INDUSTRIAL SERVICES, L.L.C.  
OPELIKA TRANSFER STATION, LLC  
PAULS VALLEY LANDFILL, LLC  
PONDEROSA LANDCO, LLC  
RED ROCK DISPOSAL, LLC  
RENEWABLE ENERGY - EAGLE POINT, LLC  
ROLLING HILLS LANDFILL, INC.  
RUFFINO HILLS TRANSFER STATION, L.P.  
SAFEGUARD LANDFILL MANAGEMENT, LLC  
SAMPSON COUNTY DISPOSAL, LLC  
SEVEN MILE CREEK LANDFILL, LLC  
SMYRNA TRANSFER STATION, LLC  
SOIL SAFE OF CALIFORNIA, INC.  
SOIL SAFE, INC.  
SOONER WASTE, L.L.C.  
SOUTH ANDREWS EMPLOYMENT PARK, LLC  
SOUTHEASTERN DISPOSAL, LLC  
STONE'S THROW LANDFILL, LLC  
SUNSHINE RECYCLING, INC.  
SWD SPECIALTIES, LLC  
TALLASSEE WASTE DISPOSAL CENTER, INC.  
TOWN & COUNTRY DISPOSAL SOLID WASTE TRANSFER  
STATION, LLC  
TOWN & COUNTRY RECYCLING, LLC  
TOWN AND COUNTRY DISPOSAL OF WESTERN MISSOURI, LLC  
TRANSWASTE SERVICES, LLC  
TURKEY TROT LANDFILL, LLC  
V.F. WASTE SERVICES, LLC  
WAKE COUNTY DISPOSAL, LLC  
WAKE RECLAMATION, LLC  
WASTE CORPORATION OF ARKANSAS, LLC  
WASTE CORPORATION OF KANSAS, LLC  
WASTE CORPORATION OF MISSOURI, LLC  
WASTE CORPORATION OF TENNESSEE, LLC  
WASTE CORPORATION OF TEXAS, L.P.  
WASTE INDUSTRIES ATLANTA, LLC  
WASTE INDUSTRIES OF DELAWARE, LLC  
WASTE INDUSTRIES OF MARYLAND, LLC  
WASTE INDUSTRIES OF PENNSYLVANIA, LLC  
WASTE INDUSTRIES OF TENNESSEE, LLC  
WASTE INDUSTRIES USA, LLC  
WASTE INDUSTRIES, LLC**

**WASTE SERVICES OF DECATUR, LLC  
WCA – KANSAS CITY TRANSFER, LLC  
WCA MANAGEMENT COMPANY, LP  
WCA MANAGEMENT GENERAL, INC.  
WCA MANAGEMENT LIMITED, INC.  
WCA OF ALABAMA, L.L.C.  
WCA OF CENTRAL FLORIDA, INC.  
WCA OF CHICKASHA, LLC  
WCA OF FLORIDA, LLC  
WCA OF OKLAHOMA, LLC  
WCA OF ST. LUCIE, LLC  
WCA TEXAS MANAGEMENT GENERAL, INC.  
WCA WASTE CORPORATION  
WCA WASTE SYSTEMS, INC.  
WELCOME ALL TRANSFER STATION, LLC  
WEXFORD COUNTY LANDFILL, LLC  
WEXFORD WATER TECHNOLOGIES, LLC  
WI BURNT POPLAR TRANSFER, LLC  
WI HIGH POINT LANDFILL, LLC  
WI SHILOH LANDFILL, LLC  
WI TAYLOR COUNTY DISPOSAL, LLC  
WILMINGTON LANDCO, LLC  
WRANGLER HOLDCO CORP.  
WRH GAINESVILLE HOLDINGS, LLC  
WRH GAINESVILLE, LLC  
WRH ORANGE CITY, LLC  
ZION LANDFILL, INC.**

By: /s/ Patrick Dovigi  
Name: Patrick Dovigi  
Title: Authorized Person

**COMPUTERSHARE TRUST COMPANY, N.A.,**  
as Trustee

By: /s/ Jerry Urbanek  
Name: Jerry Urbanek  
Title: Corporate Trust Manager, Trust  
Officer