

AMENDMENT NUMBER ONE TO THE SOLID WASTE
AND RECYCLING COLLECTION FRANCHISE AGREEMENT
FOR LEE COUNTY SERVICE AREA NUMBER ONE

This Amendment No. 1 to that certain Solid Waste and Recycling Collection Franchise Agreement ("Agreement") made between the parties on March 9, 2010 is now made and entered into this 21 day of Jan, 2013, by and between Lee County ("County") and Veolia ES Solid Waste Southeast, Inc. ("Contractor"), collectively, "the Parties".

WITNESSETH

WHEREAS, County, through its Board of County Commissioners, entered into a Solid Waste and Recycling Collection Franchise Agreement dated March 10, 2010 with the Contractor such that the Contractor provides collection and hauling service for franchise service area number 1 in Lee County; and

WHEREAS, the Contractor has been purchased by ADS Waste Holdings, Inc., through one or more wholly owned subsidiaries of ADS Waste Holdings, Inc.; and

WHEREAS, in accordance with Section 38 of the Agreement the Contractor has requested the County's approval of such purchase and that the County authorizes the transfer or assignment of the Agreement to Advanced Disposal Services Solid Waste Southeast, Inc.; and

WHEREAS, the Contractor, now operating with the name of Advanced Disposal Services Solid Waste Southeast, Inc. desires to continue providing all required collection services in accordance with the terms and conditions of the Agreement.

THEREFORE, in consideration of the foregoing and the mutual obligations and benefits flowing from each to the other, the Parties agree to amend the Solid Waste and Recycling Collection Franchise Agreement as set forth below;

- I. All references to “Veolia ES Solid Waste Southeast, Inc.” in the Agreement are hereby changed to “Advanced Disposal Services Solid Waste Southeast, Inc.”.
- II. EXHIBIT I of the Agreement indicating Veolia ES Solid Waste Southeast, Inc. as the “Guarantor” is replaced in its entirety by the attached EXHIBIT I indicating ADS Waste Holdings, Inc. as the “Guarantor”.
- III. All other provisions of the Agreement remain in full force and effect.

(Remainder of page intentionally left blank.)

In Witness Whereof, Lee county, at a regular meeting thereof, by action of the Board of County Commissioners authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Chairman of the Lee County Board of County Commissioners, and the County's seal to be hereunto affixed, and Veolia ES Solid Waste Southeast, Inc., has executed this Agreement all as of the day and year first written above.

ATTEST: LINDA DOGGETT
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA



BY: Marcia Nelson

Deputy Clerk

BY: [Signature]

Chairman

APPROVED AS TO FORM:

[Signature]
Office of County Attorney

[Signature]

Witness

VEOLIA ES SOLID WASTE
SOUTHEAST, INC.

[Signature]

Witness

BY: Scott E. [Signature], Vice-President

EXHIBIT I

GUARANTEE

This Guarantee made as of the 29th day of January, 2013, by ADS Waste Holdings, Inc. ("Guarantor"), having its principal place of business in Florida, to and for the benefit of Lee County, Florida, a political subdivision of the State of Florida, ("County"),

WITNESSETH:

WHEREAS, Veolia ES Solid Waste Southeast, Inc., a Florida corporation, (the "Company") having an office at 17101 Pine Ridge Rd., Fort Myers, FL 33331, has entered into the Service Agreement (the "Agreement") with the County dated as of March 9, 2010; and

WHEREAS, Veolia ES Solid Waste Southeast, Inc., has been or will be replaced by Advanced Disposal Services Solid Waste Southeast, Inc., a Florida corporation, (also the "Company"), in accordance with Amendment Number 1 to the Agreement; and

WHEREAS, Guarantor is willing to guarantee, as set forth below, the performance of the Company under the Agreement, as amended; and

WHEREAS, County would not enter into the Agreement unless the Guarantor provided this Guarantee.

NOW, THEREFORE, as an express inducement to the County to enter into this Agreement, as amended, Guarantor agrees and guarantees as follows:

Guarantor hereby absolutely and unconditionally guarantees the full and prompt performance by the Company of all of the Company's obligations under the Agreement in accordance with the terms and conditions therein.

This Guarantee shall be governed by the laws of the State of Florida exclusive of the choice of law rules thereof, and Guarantor hereby agrees to the service of process in the State of Florida for any claim or controversy arising out of this Guarantee or relating to any breach hereof.

This Guarantee shall be binding upon and enforceable against the Guarantor, its successors, assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties of Guarantor), whether or not such obligations are expressly assumed by such successor, assignee or transferee and is for the benefit of the County, and any permitted successors and assigns under the Agreement.

This Guarantee may be enforced by the County without first resorting to any legal or administrative actions against Company or exhausting any other remedies that the County may have.

Each and every Event of Default under the Agreement shall give rise to a separate cause of action hereunder, and separate demands may be brought hereunder by the County as each cause of action arises. Guarantor waives presentation to, demand of performance from, and protest to the County of the obligations of the Company under the Agreement.

No failure or delay by the County in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom such waiver, amendment, release or modification is sought to be enforced.

Guarantor may not assign its obligations hereunder, except to a successor by merger or consolidation or to any transferee of all or substantially all of the assets of the Guarantor. Notice of any such assignment shall be given in writing to the County within thirty (30) days of the effective date of any such merger, consolidation or transfer.

The respective obligations of Guarantor to the County set forth in this Guarantee shall be absolute and unconditional, shall not be subject to any requirement that County first enforce any remedies it may have against the Company or any other Person, or any requirement to seek to recover from Company hereunder before proceeding against Guarantor hereunder, and shall not be subject to any claim of Guarantor against any other Person including the County, other than a claim that the matter giving rise to the County's claim is the subject of dispute resolution in good faith under the Agreement or in the courts of the United States or the State of Florida.

This Guarantee may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The invalidity or unenforceability of one or more provisions of this Guarantee shall not affect the validity or enforceability of the remaining portions of this Guarantee. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the County, and may be enforced against Guarantor by the County.

Any term used but not otherwise defined herein and defined in the Agreement shall have the meaning attributed to it in the Agreement.

Notices to be given pursuant to this Guarantee unless otherwise stated shall be in writing and shall be served personally or sent by certified mail, return receipt requested, to:

Guarantor at:	<u>ADS Waste Holdings, Inc.</u>
If By Mail or By Hand	<u>90 Fort Wade Rd.</u>
	<u>Ponte Vedra, Fl. 32081</u>

County at: Lee County Solid Waste Division
10500 Buckingham Road, Suite 200
Fort Myers FL 33905

or to such other address as shall be designated by such party in a written notice to the other party hereto. Any notice given pursuant to this Section if transmitted by certified mail shall be effective immediately upon receipt and if delivered by hand upon delivery.

IN WITNESS WHEREOF, Guarantor has executed this instrument the day and year first above written.

ATTEST:



ACCEPTED:

ADS WASTE HOLDINGS, INC.

BY:



Scott E. Friedlander, Vice-President
(Print Name and Title)