

**ASSIGNMENT AND
THIRD AMENDMENT
to the
SOLID WASTE AND RECYCLING COLLECTION
FRANCHISE AGREEMENT
(Service Area Number 4 – Contract No. 7126)**

This **THIRD AMENDMENT to the Solid Waste and Recycling Collection Franchise Agreement (Service Area Number 4)** dated **April 21, 2015** is hereby made and entered into this 16 day June of, 2017, between LEE COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida, and **ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.**, ("Advanced"), a Florida corporation, having its principal place of business and address in Florida and authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the County is the governing body of a certain Municipal Service Benefit Unit ("MSBU") for Solid Waste Collection & Disposal in Lee County; and

WHEREAS, on April 21, 2015, the County and Progressive Waste Solutions of FL, Inc. ("Progressive"), entered into the Solid Waste and Recycling Collection Franchise Agreement (Service Area Number 4 – Contract No. 7126)(hereinafter the "Agreement"); and

WHEREAS, on April 18, 2017, Progressive and Advanced entered into an asset purchase agreement whereby Advanced would purchase certain assets from Progressive including the Agreement (hereinafter the "Asset Purchase Agreement"); and

WHEREAS, Advanced is a current franchisee in good standing of the County, servicing two other service areas; and

WHEREAS, Progressive and Advanced have requested and agreed that the Agreement be assigned to Advanced; and,

WHEREAS, Advanced has agreed to be bound by the obligations, terms, and conditions of the Agreement; and,

WHEREAS, the Subsection 38 of the Agreement requires Lee County consent prior to an assignment by Progressive and the subsequent assumption by Advanced.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and the terms and conditions hereinafter set forth, Progressive, Advanced and the County do hereby agree as follows:

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1. CONSENT TO ASSIGNMENT AND ASSUMPTION.

In accordance with Subsection 38 of the Agreement, the County hereby consents to:

- a. the assignment by Progressive to Advanced; and,
- b. the assumption by Advanced of the Agreement;
- c. the substitution of Advanced as the Contractor in the Agreement.

The Consent provided herein is subject to, and the assignment of the Agreement shall only be effective upon, (i) the closing of the transactions contemplated by the Asset Purchase Agreement, (ii) Progressive executing an Assignment and Assumption Agreement of the Agreement whereby Progressive shall assign the Agreement and Advanced shall assume the Agreement, and, (iii) Progressive provides written notice and a copy of the fully executed Assignment and Assumption Agreement between Progressive and Advanced. Advanced must acquire written consent by the Lee County Board of County Commissioners prior to any of these conditions changing. At anytime in which these conditions are not met, the existing terms of the Agreement shall apply.

2. AMENDMENT.

It is the intent of this Agreement to serve as the Third Amendment to the April 21, 2015, Solid Waste and Recycling Collection Franchise Agreement (Service Area Number 4 – Contract No. 7126) unless otherwise provided below; the terms and conditions of the Agreement remain valid and unchanged. Additions and deletions are shown in strike-through/underline format.

- A. The parties to the Agreement are amended as follows:

This Agreement is hereby made and entered into this 21 day April of, 2015, between LEE COUNTY, FLORIDA (the “County”), a political subdivision of the State of Florida, and ~~Progressive Waste Solutions of FL, Inc.~~ Advanced Disposal Services Solid Waste Southeast, Inc., (the “Contractor”), a Florida corporation, having its principal place of business in Florida and authorized to do business in the State of Florida.

- B. Subsection 29 of the Agreement is amended as follows:

As to the Contractor:

~~Progressive Waste Solutions of FL, Inc.~~
~~450 Carillon Parkway~~
~~Suite 2-130~~
~~St. Petersburg, FL 33716~~

~~Attention: Dean ViValerio
Southeast Region Vice President~~

Advanced Disposal Services Solid Waste Southeast, Inc.
90 Fort Wade Road, Suite 200
Ponte Vedra, Florida 32081

Attention: Charlie Gray
Title: South Regional Vice President

C. **Exhibit I Guarantee** shall be deleted in its entirety and replaced with the attached **Exhibit I Guarantee**.

D. **Exhibit V Performance Bond Requirement** shall be deleted in its entirety and replaced with the attached **Exhibit V Performance Bond Requirement**.

3. RATIFICATION OF AGREEMENT.

Except as expressly stated in this Third Amendment to the Agreement, the Agreement shall remain in full force and effect, fully enforceable as provided therein. The County acknowledges that it is not currently in default under the terms of the Agreement.

4. COUNTERPARTS

This Amendment may be executed in counterparts, each of which shall be deemed an original.

5. EFFECTIVE DATE:

This Amendment will be effective on the last date signed by the Chair or Vice-Chair of the Board of County Commissioners of Lee County, Florida.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first written above.

ATTEST:

CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

By: Hurisa King
Deputy Clerk



LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: John Manning
Chair

Approved As To Form For the
Reliance of Lee County Only

By: [Signature]
County Attorney's Office

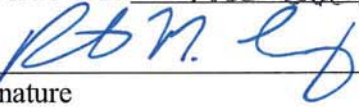
PROGRESSIVE WASTE SOLUTIONS OF
FL, INC., d/b/a WASTE CONNECTIONS
OF FLORIDA

By: 
Authorized Signature
Name: Ronald J. Mittelstaedt
Title: Chief Executive Officer

Witnesses:

1. 
Signature

Printed Name: Denise Bachmeyer

2. 
Signature

Printed Name: Robert M. Chringer

ADVANCED DISPOSAL SERVICES
SOLID WASTE SOUTHEAST, INC.

By: _____
Authorized Signature
Name: _____
Title: _____

Witnesses:

1. _____
Signature

Printed Name: _____

2. _____
Signature

Printed Name: _____

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Attention: Dean ViValerio
Southeast Region Vice President

Advanced Disposal Services Solid Waste Southeast, Inc.
90 Fort Wade Road, Suite 200
Ponte Vedra, Florida 32081

Attention: Charlie Gray
Title: South Regional Vice President

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CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

By: Theresa King
Deputy Clerk



LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: John Morrison
Chair

Approved As To Form For the
Reliance of Lee County Only

By: [Signature]
County Attorney's Office

PROGRESSIVE WASTE SOLUTIONS OF
FL, INC., d/b/a WASTE CONNECTIONS
OF FLORIDA

By: _____
Authorized Signature
Name: _____
Title: _____

Witnesses:

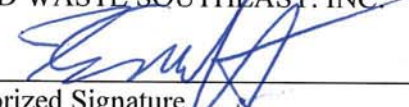
1. _____
Signature

Printed Name: _____

2. _____
Signature

Printed Name: _____

ADVANCED DISPOSAL SERVICES
SOLID WASTE SOUTHEAST, INC.

By: 
Authorized Signature
Name: JEFFREY EVERETT
Title: V. P. ASSOC. GENERAL COUNSEL

Witnesses:

1. Donna La Fontaine
Signature

Printed Name: DONNA LAFONTAINE

2. 
Signature

Printed Name: Megan O'NEIL