



ASSIGNMENT OF EXCLUSIVE FRANCHISE AGREEMENT

THIS ASSIGNMENT of EXCLUSIVE FRANCHISE AGREEMENT BETWEEN CITY OF DELRAY BEACH, FLORIDA AND SOUTHERN WASTE SYSTEMS, LLC FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS, (the "Assignment"), dated this 14th day of December, 2015, is made by and between SOUTHERN WASTE SYSTEMS, LLC, a Florida limited liability company ("ASSIGNOR"), and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("ASSIGNEE").

P R E A M B L E:

ASSIGNOR is the Contractor pursuant to that certain Exclusive Franchise Agreement between City of Delray Beach, Florida ("City") and Assignor for the Collection of Solid Waste and Recyclable Materials dated as of March 9, 2015 (the "Franchise Agreement").

ASSIGNOR desires to assign its interest in the Franchise Agreement to ASSIGNEE, and ASSIGNEE desires to accept such assignment of the Franchise Agreement from ASSIGNOR.

ASSIGNOR and ASSIGNEE by joint application dated November 6, 2015 requested City consent to the transfer of the Franchise Agreement from ASSIGNOR to ASSIGNEE in accordance with the terms of the Franchise Agreement.

ASSIGNOR and ASSIGNEE affirm each of the representations made in the joint application.

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are true and correct.
2. This Assignment shall be effective the day after the closing of the pending transaction (the "Effective Date") between ASSIGNOR and ASSIGNEE which shall occur no later than April 30, 2016. The City shall be given written notice by the parties within two (2) business days that the transaction has closed and that this Assignment is effective. This Assignment shall expire in the event the transaction does not close on or before April 30, 2016.
3. ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR's right, title and interest in and to the Franchise Agreement from and after the Effective Date of this Assignment.
3. ASSIGNEE hereby accepts the assignment of the Franchise Agreement from ASSIGNOR, and ASSIGNEE agrees to be bound by all of the contractual duties, responsibilities, obligations and liabilities of the Contractor under the Franchise Agreement from and after the Effective Date of this Assignment.
4. ASSIGNEE agrees that it shall be fully responsible for, and assume all contractual duties, responsibilities, obligations and liabilities of ASSIGNOR to the City arising under the

Franchise Agreement that precede the Effective Date of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment on the date and year first above written.

ASSIGNOR:

SOUTHERN WASTE SYSTEMS, LLC, a
Florida limited liability company

John Casagranale
Witness
Anthony Court
Witness

By: *Charles Gustone*
Name:
Title:

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 7 day of December, 2015 by Charles Gustone as Manager of SOUTHERN WASTE SYSTEMS, LLC, a Florida corporation. He [] is personally known to me or [] has produced _____ as identification.

Candie M. Collins
NOTARY PUBLIC

My commission expires:



ASSIGNEE:

WASTE MANAGEMENT INC. OF
FLORIDA, a Florida corporation

Witness *[Signature]*
Witness *[Signature]*

By: *[Signature]*
Name: TIMOTHY HAWKINS
Title: PRESIDENT

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3rd day of December, 2015 by TIMOTHY HAWKINS, as PRESIDENT of WASTE MANAGEMENT INC OF FLORIDA, a Florida corporation. He [] is personally known to me or [] has produced _____ as identification.

 *[Signature]*
DIANE SALAH
MY COMMISSION # FF-189776
EXPIRES: January 14, 2019
Bonded Thru Budget Notary Services
NOTARY PUBLIC

My commission expires:

CONSENT OF CITY OF DELRAY BEACH, FLORIDA

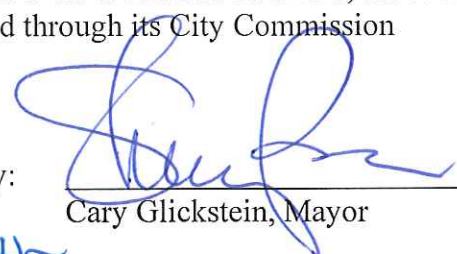
THE CITY OF DELRAY BEACH, FLORIDA ("City"), a municipal corporation organized and existing under the laws of the State of Florida, hereby consents to the foregoing Assignment of Exclusive Franchise Agreement, and consents to the substitution of Assignee for Assignor for all purposes under the Franchise Agreement, including for purposes of receiving any and all payments thereunder.

CITY OF DELRAY BEACH, FLORIDA, by
and through its City Commission

Attest:



Chevelle D. Nubin, City Clerk

By: 

Cary Glickstein, Mayor

14th day of December, 2015

Approved as to form and legal sufficiency

By: 

Noel M. Pfeffer, City Attorney

8 day of December, 2015

(CITY SEAL)