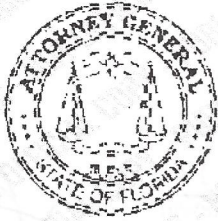


Feb 25/17 3:40



PAM BONDI  
ATTORNEY GENERAL  
STATE OF FLORIDA

*[Handwritten initials]*

OFFICE OF THE ATTORNEY GENERAL  
Antitrust Division

Lizabeth A. Brady  
Chief, Multistate Antitrust Enforcement  
P.O. The Capitol  
Tallahassee, FL 32399-1050  
Phone (850) 414-3500 Fax (850) 488-9134  
<http://www.myfloridalegal.com>

*Why wasn't this sent to me by [unclear]*

December 3, 2015

Brian K. McCabnon, Esq.  
K&L Gates  
1601 K Street, NW  
Washington DC, District of Columbia 20006-1600

Daniel E. Hemli  
Bracewell & Giuliani  
1251 Avenue of the Americas  
49th Floor  
New York, New York 10020-1100

*Kyla says this was exempt from 5/12/2015*

RE: **The Acquisition of Southern Waste Systems Holdings, LP assets by Waste Management, Inc., AG Case No. L15-6-1024.**

Dear Messrs. McCabnon & Hemli:

As you are aware, our office has been reviewing Waste Management, Inc.'s ("WM") proposed acquisition of Southern Waste Systems Holdings, LP ("SWS") assets, including certain Sun Recycling, LLC assets ("Sun"), to determine if it raises any competitive concerns in Florida. I am writing to advise you that this office does not presently intend to take antitrust enforcement action in connection with the proposed acquisition. This letter expresses this office's present enforcement intention only.

This decision is based on the information provided to this office in the course of our review concerning, in part, the impact of the transaction on competition in Broward County for waste disposal and recycling and the operation of the Sun Bergeron Joint Venture ("JV"). From this information and representations made by the parties, our understanding of the transaction is as follows:

- Post-acquisition, Sun remains obligated to make its former facilities available to the JV for competitive activities and to JV customers for the disposal and recycling of waste through at least July 2, 2018.

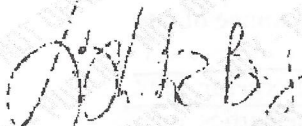
*over*



- Further, should any JV customer choose to extend the term of its existing JV agreement, Sun has consented to any such extension for one five-year renewal term on the same terms, conditions, and prices as the initial term. Sun's JV obligations, as a result, run through at least July 2023, after which Sun has the option to consent to additional renewal terms.
- To ensure that Sun meets these JV obligations, WM has entered into a subcontract with Sun to provide access to facilities and services through July 2, 2018 and for at least two five-year renewal periods. Additionally, through at least July 2023, Sun will have access to facilities and services to support any new JV customers and any existing JV customers that choose to receive new bids.
- The subcontract does not change the terms and conditions (including pricing) of the JV's customer contracts.
- Moreover, the subcontract does not alter Sun's disposal agreements with WSL Progressive and the Palm Beach/Solid Waste Authority; as such, the JV's access to ultimate MSW disposal sites does not change.
- Should WM breach its obligations under the subcontract, WM will be required to pay liquidated damages equal to 1.5 times the amount of performance bonds provided by the JV, or Sun, under the JV customer contracts.
- WM, finally, has agreed that its purchase agreement with SWS will not be interpreted to restrict Sun's performance of JV obligations, nor the JV's solicitation of new customers.

If anything should change in these agreements or commitments, or if this letter does not accurately describe the representations the parties have made to us during our review, please call me. This office reserves the right to bring an enforcement action in the future if actions taken by the parties should prove anticompetitive in purpose or effect.

Very truly yours,



Lizabeth A. Brady  
Chief, Multistate Antitrust Enforcement