

CONSENT TO ASSIGNMENT OF CONTRACT

This Consent to Assignment of Contract ("Consent") is entered into as of _____, 2017 (the "Effective Date") by and between the City of Lincoln, Nebraska, a municipal corporation (the "City"), the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska (the "County"), and the Lincoln-Lancaster County Public Building Commission (the "Commission" and, together with the City and the County, the "Owners"), on the one hand, and Waste Connections of Nebraska, Inc., a Delaware corporation ("Contractor"), on the other hand.

RECITALS

A. The Owners and Contractor are parties to that certain Contract C-13-0602 dated December 17, 2013 and Resolution No. 88004 dated December 20, 2013 for Annual Requirements for Waste Collection Services, Bid No. 13-304 (as amended and modified from time to time, the "Contract").

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are now acknowledged by the parties, they agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.
2. Consent to Assignment of Contract. The Owners hereby consent in writing to the assignment by Contractor of all of its right, title and interest in, to and under the Contract to Uribe Refuse Services, Inc., a Nebraska corporation.
3. Counterparts. This Consent may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Consent shall be fully executed when each party whose signature is required has signed and delivered to each of the parties at least one counterpart, even though no single counterpart contains the signatures of all parties hereto. This Consent may be executed on so-called "pdf" format and each party has the right to rely upon a pdf counterpart of this Consent to the same extent as if such party had received an original counterpart.

[Signatures on the following page]

"OWNERS"

CITY OF LINCOLN, NEBRASKA

By: _____
Name: _____
Its: _____

LINCOLN-LANCASTER COUNTY PUBLIC
BUILDING COMMISSION

By: _____
Name: _____
Its: _____

THE BOARD OF COUNTY COMMISSIONERS OF
LANCASTER, NEBRASKA

By: _____
Name: _____
Its: _____

"CONTRACTOR"

WASTE CONNECTIONS OF NEBRASKA, INC.,
a Delaware corporation

By: _____
Name: Ronald J. Mittelstaedt
Its: Chief Executive Officer

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (this "Assignment") is made and entered into effective as of July 1, 2017 by and between Waste Connections of Nebraska, Inc., a Delaware corporation ("Assignor"), and Uribe Refuse Services, Inc., a Nebraska corporation ("Assignee").

RECITALS

This Assignment is made with respect to the following facts:

A. Assignor, as contractor, on the one hand, and the City of Lincoln, Nebraska, a municipal corporation (the "City"), the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska (the "County"), and the Lincoln-Lancaster County Public Building Commission (the "Commission" and, together with the City and the County, the "Owners"), on the other hand, are parties to that certain Contract C-13-0602 dated December 17, 2013 and Resolution No. 88004 dated December 20, 2013 for Annual Requirements for Waste Collection Services, Bid No. 13-304 (as amended and modified from time to time, the "Contract").

B. Assignor has agreed to assign all of its right, title and interest in and to the Contract to Assignee, and Assignee has agreed to assume and perform all of Assignor's liabilities and obligations arising under the Contract, from and after the date hereof.

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

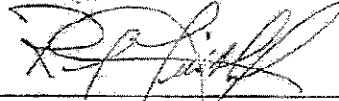
1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Contract.
2. Assignee hereby assumes the performance of all of the obligations of Assignor under the Contract to be performed from and after the date hereof.
3. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
4. This Assignment may be executed in separate counterparts, which, together, shall constitute one and the same fully executed Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first above written.

"ASSIGNOR"

WASTE CONNECTIONS OF NEBRASKA, INC.,
a Delaware corporation




By: _____

Name: Ronald J. Mittelstaedt

Its: Chief Executive Officer

"ASSIGNEE"

URIBE REFUSE SERVICES, INC.,
a Nebraska corporation

By: 
Name: Alex Coram
Its: Vice President