

April 15, 2022

CONFIDENTIAL

**Michele Bauman
Township Supervisor
Avon Township
433 E. Washington Street
Round Lake Park, IL 60073**

Re: Assignment of Residential Solid Waste & Recycling Services Agreement, dated August 13, 2019, between Avon Township and Lakes Disposal Services, Inc. (the “Agreement”) for service term dates October 1, 2019 thru March 31, 2025.

This letter is to advise you, on a strictly confidential basis, that Lakes Disposal Services Inc., an Illinois corporation (the “**Company**”), intends to sell substantially all of its assets to Lakeshore Recycling Systems, LLC, a Delaware limited liability company (the “**Purchaser**”), pursuant to the terms and conditions of that certain Asset Purchase Agreement to be executed by and among the Purchaser and the Company (the “**Asset Purchase Agreement**”). As part of the sale to the Purchaser (the “**Transaction**”), the Company intends to assign the Agreement and the Company’s rights and obligations thereunder to the Purchaser (the “**Assignment**”).

Pursuant to the terms of the Agreement, the Company is hereby requesting that you consent to the Assignment effective as of the Closing (as such term is defined in the Asset Purchase Agreement). The Closing will occur on or around April 30, 2022 unless otherwise agreed by the parties to the Asset Purchase Agreement. If the Closing does not occur for any reason, the Assignment will have no effect and will be deemed null and void for all purposes. The Transaction and the description of the Transaction set forth herein are strictly confidential.

Upon the Closing and after giving effect to the Assignment, the Agreement shall remain in full force and effect and the Purchaser shall assume the obligations and covenants of the Company and shall have responsibility for the performance of all of the Company’s obligations and covenants thereunder after the Closing. By signing below, you (i) hereby consent to the Assignment and agree that such Assignment does not modify, terminate, or constitute a default under the Agreement, (ii) agree not to disclose this letter or the information contained herein to any other person except your representatives who are required to know or be informed of such information, and (iii) waive any and all notice or other procedural requirements set forth in the Agreement with respect to this consent and acknowledge that, to your knowledge, there are no uncured defaults, breaches or events of default by the Company in the performance of any of its obligations under the Agreement.

Delivery of an executed signature page to this letter by electronic transmission (including in Adobe PDF format) will be effective as delivery of an executed counterpart to this letter. If you have any questions concerning this letter, please contact **Timothy/Janelle Petersen** at timpetersen@lakesdisposal.com janellepetersen@lakesdisposal.com or Tim cell 847-276-7609/Janelle cell 847-917-7609.

Sincerely,

Lakes Disposal Services Inc.

By: _____
Timothy Petersen, its President

Acknowledged and agreed.

this _____ day of _____, 2022:

Avon Township

By: _____

Name _____

Title: _____