

**CONSENT TO ASSIGNMENT OF AGREEMENT
FOR MATERIALS RECOVERY FACILITY**

THIS CONSENT TO ASSIGNMENT ("Consent"), relating to the Agreement for Materials Recovery Facility originally dated October 6, 1992, and including any amendments thereto (the "Contract"), is entered into by **BROWARD County**, a political subdivision of the State of Florida ("County"); **BFI Waste Systems of North America, Inc.**, a Delaware corporation, authorized to do business in the State of Florida, as successor-in-interest to Browning-Ferris Industries of Florida, Inc. and Browning-Ferris Industries, Inc. ("Assignor"); and **Waste Management Inc. of Florida**, a Florida corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee and certain of their respective affiliates have entered into that certain Asset Purchase Agreement dated August 15, 2003 pursuant to which Assignee proposes to acquire substantially all of the assets and operations of Assignor within the County (the "Purchase Agreement"); and

WHEREAS, pursuant to the Contract, Assignee and Assignor have requested that the County and the Broward County Resource Recovery Board consent to the assignment of the Contract;

WHEREAS, County and the Broward County Resource Recovery Board hereto wish to provide their consent to the assignment of the Contract from Assignor to Assignee under the terms and conditions contained herein;

WHEREAS, Assignor desires to assign the Contract to Assignee in accordance with the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, County, Assignor and Assignee agree as follows:

- 1 The foregoing recitals are true and correct and are incorporated herein by reference.
- 2 Subject to and upon the terms and conditions hereof, including the Closing described in Paragraph 6, County hereby consents to the assignment of the Contract from Assignor to Assignee, provided that this Consent shall not impose any additional obligations on County or otherwise affect any of the rights of County under the Contract.
- 3 This Consent shall not operate as a waiver of any prohibition against further assignments without County's consent as provided in the Contract.
- 4 By entering into this Consent County does not in any manner adopt, accept or approve any of the terms or conditions of any of the agreements between Assignor and Assignee pertaining to the acquisition of Assignor's assets.
- 5 This Consent shall not operate or be construed as any waiver of any term, condition, right or remedy of County under the Contract.
- 6 Effective as of the closing of the purchase by Assignee of the operations referred to as "Fort Lauderdale MRF/Davie MRF" (the "Closing") as contemplated by the Purchase Agreement by and among Assignor, Assignee and certain of their respective affiliates:

- (a) Under this Consent, Assignor hereby grants, bargains, sells, conveys, transfers, assigns, and sets over its entire rights, and delegates its entire obligations under the Contract to Assignee.
 - (b) Assignee hereby accepts the assignment of the Contract from Assignor and acknowledges and represents to County that it will abide by and assume each and every term, obligation and condition including, but not limited to, each and every responsibility, duty, and obligation of Assignor set forth in the Contract, whether arising prior to, on or subsequent to the date of this assignment, and this Consent which is hereby assigned to Assignee.
7. Any notices required by the terms of the Contract shall be delivered as directed therein to Assignee at:
- Waste Management Inc. of Florida
2700 NW 48th Street
Pompano Beach, FL 33073
Attn: Ron Kaplan, Esq.
8. Except as otherwise set forth herein, the terms and conditions of the Contract, shall remain in full force and effect between the parties. In case of a perceived conflict between the terms of the Contract and this Consent, the terms of this Consent shall govern.
9. The individuals executing this Consent on behalf of Assignor and Assignee represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein.
10. This Consent may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument. Facsimile signatures shall be effective as original signatures with regard to this Consent. Each party represents to the other that the execution and delivery of this Consent by such party have been properly authorized and that all signatures are genuine.
11. Notwithstanding anything herein to the contrary, in the event that the Closing referenced in paragraph 6 above fails to occur within 90 days of the date of approval of this Consent by the Board of County Commissioners, this Consent (including the assignment and assumption set forth herein) shall be of no force and effect, provided that the parties may renew their request for consent again at any time.
12. Waste Management, Inc., a Delaware corporation, hereby guarantees performance of all obligations of Assignee (and its affiliate, Recycle America Alliance, LLC, a Delaware limited liability company) under the Contract.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this CONSENT TO ASSIGNMENT on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, duly authorized to execute same by Board action on the 21 day of October 2003; BFI Waste Systems of North America, Inc., signing by and through its authorized signatory, duly authorized to execute same; and Waste Management Inc. of Florida, signing by and through its authorized signatory, duly authorized to execute same.

COUNTY

ATTEST:



County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners of
Broward County, Florida

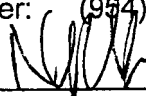
BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Mayor

21 day of October 2003.

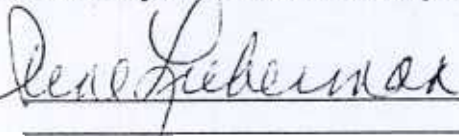
Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641



Yasmi Govin
Assistant County Attorney

ACKNOWLEDGED AND AGREED:

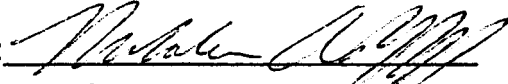
Broward County Resource Recovery Board

By: 
Its: _____

Date: 10/21/03, 2003

ASSIGNOR

BFI Waste Systems of North America, Inc.

By: 

Title: DIRECTOR MKT DEV

16th day of October 2003.

ASSIGNEE

Waste Management Inc. of Florida

By: _____
John Casagrande, as authorized
signatory and Market Area Manager

___ day of _____ 2003.

Waste Management, Inc. is appearing for purposes of paragraph 12 hereof only.

Waste Management, Inc.

By: _____

Title: _____

___ day of _____ 2003.

ASSIGNOR

BFI Waste Systems of North America, Inc.

By: _____

Title: _____

day of _____ 2003.

ASSIGNEE

Waste Management Inc. of Florida

By: John Casagrande
John Casagrande, as authorized
signatory and Market Area Manager

16 day of Oct 2003.

Waste Management, Inc. is appearing for purposes of paragraph 12 hereof only.

Waste Management, Inc.

By: _____

Title: _____

___ day of _____ 2003.

ASSIGNOR

BFI Waste Systems of North America, Inc.

By: _____

Title: _____

___ day of _____ 2003.

ASSIGNEE

Waste Management Inc. of Florida

By: _____

John Casagrande, as authorized
signatory and Market Area Manager

___ day of _____ 2003.

Waste Management, Inc. is appearing for purposes of paragraph 12 hereof only.

Waste Management, Inc.

By:  _____

Ronald H. Jones
Vice President & Treasurer

Title: _____

day of _____ 2003.

Waste Management, Inc.

By:  _____

Jay Clement
Assistant Treasurer

Title: _____

___ day of _____ 2003.