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September 8, 2014

Via FedEx

Mr. Bob Gregory
Texas Disposal Systems
12200 Carl Road
Creedmoor, Texas 78610

Via Certified Mail RRR 9414 7266 9904 2004 3709 79

Mr. Bob Gregory
Texas Disposal Systems
P.O. Box 17126
Austin, Texas 78760-7126

Re: Texas Disposal Systems and Temporary Roll-Off Services for
Pick-Up, Hauling, and Disposal of Construction & Demolition
Waste in San Angelo

Dear Mr. Gregory:

This letter concerns the collection, hauling, and disposal of construction and demolition waste by Texas Disposal Systems ("TDS") in the City of San Angelo. Republic Waste Services of Texas Ltd. has retained Jackson Walker L.L.P. to enforce its legal rights under the Special Exclusive Contract for Solid Waste Collection and Disposal Services (the "2014 Exclusive Waste Services Agreement" or the "Agreement") entered into between Republic Waste Services and the City of San Angelo, a copy of which I attach to this letter. Pursuant to that Agreement, Republic Waste Services hereby demands that TDS immediately cease and desist all provision and solicitation of any services for the collection, hauling, and disposal of construction and demolition waste in the City of San Angelo.

As of August 1, 2014, the 2014 Exclusive Waste Services Agreement grants to Republic Waste Services a "special exclusive contract" to "collect, transport, haul, handle, store and dispose of residential and commercial garbage, trash and debris" within San Angelo city limits. *See* 2014 Exclusive Waste Services Agreement ¶ 6A. The Agreement explicitly encompasses Republic Waste Services' exclusive "right to collect . . . Construction & Demolition Waste," meaning "waste resulting from construction or demolition projects; [including] all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures." *Id.* at Exhibit A. Further, the 2014 Exclusive Waste Services Agreement grants Republic Waste Services the right to enforce the

exclusivity of the Agreement, including by initiating appropriate legal proceedings. *See id.* at ¶ 6B.

Republic Waste Services understands that TDS currently provides temporary roll-off services for the collection, hauling, and disposal of construction and demolition waste to certain commercial customers in the City of Angelo. Further, Republic Waste Services understands that TDS actively solicits commercial customers to expand its provision of such services. TDS is hereby notified that any further provision or solicitation of such services impinges on the legal rights of Republic Waste Services. Republic Waste Services intends to enforce its rights under the Agreement if TDS does not voluntarily cease the services herein described.

If Republic Waste Services is mistaken in its understanding, and TDS neither provides nor solicits waste services in the City of San Angelo, I invite you to inform me. Otherwise, please provide notice of your intent to comply with Republic Waste Services' demand that TDS immediately cease and desist its provision and solicitation of the services described herein no later than September 18.

Very truly yours,



Charles L. Babcock