

9/29/2020

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LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION

JONES ROAD LANDFILL AND RECYCLING, LTD. Y SULKER

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**AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
JONES ROAD LANDFILL AND RECYCLING, LTD.**

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this
"Agreement") effective as of the 18th day of September, 2020.

WITNESSETH:

WHEREAS, the parties hereto have acquired all of the partnership interests in a limited partnership (the "Partnership") pursuant to the Florida Uniform Limited Partnership Act, Title XXXVI, Chapter 620 of Florida Statutes; and

WHEREAS, the parties hereto wish to enter into this Agreement to amend and restate in their entirety any prior agreements between partners of the Partnership, whether written or oral, and to set forth their respective rights and obligations relating to the Partnership and certain other agreements concerning the Partnership.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

FIRST: The name of the Partnership is Jones Road Landfill And Recycling, Ltd.

SECOND: The Partnership is organized primarily for the object and purpose of (a) owning and operating a landfill in Jacksonville, Florida and (b) engaging in any lawful act or activity permitted to a limited partnership under the laws of the State of Florida.

THIRD: The principal place of business of the Partnership is: 3400 Jones Road, Jacksonville, Florida 32220.

FOURTH: Advanced Disposal Services Jones Road, LLC is the general partner (the "General Partner") and owns 1% of the total partnership interest of the Partnership. Advanced Disposal Services Jacksonville, LLC is the limited partner (the "Limited Partner") and owns 99% of the total partnership interest of the Partnership. The business address of the General Partner and the Limited Partner are as follows:

Name

Address

GENERAL PARTNER

Advanced Disposal Services Jones Road,
LLC

90 Fort Wade Rd
Suite 200
Ponte Vedra, Florida 32081

LIMITED PARTNER

Advanced Disposal Services Jacksonville,
LLC

90 Fort Wade Rd
Suite 200
Ponte Vedra, Florida 32081

FIFTH: The latest date upon which the Partnership shall dissolve is December 31, 2029, unless otherwise continued in accordance with the terms of an Amendment to the Certificate of Limited Partnership.

SIXTH: Capital may be contributed by the partners from time to time as agreed by all the partners.

SEVENTH: The capital contribution of any partner may from time to time be returned as agreed by all the partners.

EIGHTH: The profits and losses of the Partnership in each year shall be divided among the partners in proportion to the respective amounts of capital contributions made or agreed to be made by them.

NINTH: The management of the Partnership shall be vested exclusively in the General Partner.

TENTH: One or more new partners, limited or general, may be admitted to the Partnership upon the approval of the General Partner. Partners may transfer their interests in the Partnership without the necessity of obtaining the consent of the other Partners. Upon any such assignment, such assignee shall fully bound by this Agreement.

ELEVENTH: The right to continue the business on the bankruptcy, dissolution, liquidation or withdrawal of the General Partner is given to the remaining partners.

TWELFTH: This Agreement may be amended by agreement among the general partner and the limited partner(s).

THIRTEENTH: This Agreement is the final, complete and exclusive statement and expression of the agreement among the partners with relation to the Partnership. This Agreement supersedes all prior agreements by or among the partners or their predecessors-in-interest relating to the Partnership.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

GENERAL PARTNER

ADVANCED DISPOSAL SERVICES JONES
ROAD, LLC

By: Melissa Bachhuber
Melissa Bachhuber
Vice President

LIMITED PARTNER

ADVANCED DISPOSAL SERVICES
JACKSONVILLE, LLC

By: Melissa Bachhuber
Melissa Bachhuber
Vice President