SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 24, 2020

Waste Management, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	**1-12154**	**73-1309529**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1001 Fannin, Houston, Texas	**77002**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone number, including area code: **(713) 512-6200**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	WM	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Amendment to Merger Agreement

On June 24, 2020, Waste Management, Inc., a Delaware corporation (the "Company"), entered into Amendment No. 1 (the "Amendment") to the Agreement and Plan of Merger, dated as of April 14, 2019 (the "Merger Agreement" and, together with the Amendment, the "Amended Merger Agreement"), by and among the Company, Everglades Merger Sub Inc., a Delaware corporation and a wholly-owned indirect subsidiary of the Company ("Merger Sub"), and Advanced Disposal Services, Inc., a Delaware corporation ("Advanced Disposal"), previously announced on April 15, 2019.

The Amended Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, Merger Sub will merge with and into Advanced Disposal (the "Merger" and collectively with the other transactions contemplated by the Amended Merger Agreement, the "Transactions"), with Advanced Disposal continuing as the surviving corporation and as a wholly-owned indirect subsidiary of the Company.

Under the terms of the Amended Merger Agreement, the Company, Advanced Disposal and Merger Sub have agreed to reduce the merger consideration to be paid by the Company for each share of Advanced Disposal common stock, par value $0.01 per share ("Advanced Disposal Common Stock"), such that each share of Advanced Disposal Common Stock issued and outstanding immediately prior to the effective time of the Merger (other than shares (i) owned by the Company, Merger Sub or Advanced Disposal or any of their respective subsidiaries or (ii) for which appraisal rights have been demanded properly in accordance with Section 262 of the General Corporation Law of the State of Delaware) will be converted into the right to receive $30.30 per share in cash, without interest.

Under the Amended Merger Agreement, the Company has agreed, among other things, to: (i) use best efforts to obtain approval under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") and remove the limitations set forth in the Merger Agreement on the Company's obligation to divest or sell assets and take other actions in connection with using its best efforts to obtain antitrust approval; (ii) remove the obligation that Advanced Disposal reimburse the Company for up to $15 million for expenses in the event that the Amended Merger Agreement is terminated due to the stockholders of Advanced Disposal failing to approve the Merger; (iii) increase the termination fee from $150,000,000 to $250,000,000, which the Company will be required to pay to Advanced Disposal under certain circumstances specified in the Amended Merger Agreement if the Amended Merger Agreement is terminated because (A) of the issuance of a nonappealable court order or legal restraint prohibiting the Merger or (B) the Transactions have not been consummated by the End Date (as defined below).

The Amendment also changes the date after which the Company and Advanced Disposal will have a mutual right to terminate the Merger Agreement from July 13, 2020 to September 30, 2020 (the "End Date"), which date will automatically extend to November 30, 2020 if any of the Specified Conditions (as defined below, but in the case of clause (iii) of such definition, only to the extent it is issued pursuant to an antitrust law) have not been satisfied by the End Date (but all other conditions to the Company's obligation to close are satisfied, or would be satisfied if the Closing would have occurred, on the End Date).

The consummation of the Merger remains subject to certain conditions, including (i) approval of the Amended Merger Agreement by the affirmative vote of the holders of a majority of the outstanding shares of Advanced Disposal Common Stock (the "Stockholder Approval"), (ii) the expiration or termination of any waiting period under the HSR Act and the rules and regulations promulgated thereunder, and (iii) the absence of any law or order restraining, enjoining or otherwise prohibiting the Merger (each of the foregoing conditions, the "Specified Conditions").

Pursuant to the Amendment, each party has certified to each other that such party's closing conditions with respect to the accuracy of its representations and performance of its covenants, and, with respect to the Company's and Merger Sub's obligations to consummate the Merger, the absence of a Material Adverse Effect (as defined in the Amended Merger Agreement), would be satisfied as of June 24, 2020 if the closing of the Merger were to be June 24, 2020. In addition, each of the parties acknowledged that, to the parties' respective knowledge, as of the date of the Amendment, no occurrence has occurred that would prevent the closing of the Merger. The Company and Merger Sub have also agreed to not assert that any of such conditions are not satisfied at the Closing as a result of what such parties had knowledge of as of the date of the Amendment.

The Board of Directors of Advanced Disposal (the "Advanced Disposal Board") has unanimously (i) determined that the Merger and the Transactions are fair to, and in the best interests of Advanced Disposal and its stockholders, and approved and declared advisable the Amendment and the Transactions, including the Merger, (ii) approved the execution and delivery by Advanced Disposal of the Amendment, the performance by Advanced Disposal of the Amended Merger Agreement and the consummation of the Transactions, including the Merger, upon the terms and subject to the conditions set forth in the Amended Merger Agreement, (iii) recommended the adoption of the Amended Merger Agreement by the stockholders of Advanced Disposal and (iv) directed that the adoption of the Amended Merger Agreement be submitted to a vote of Advanced Disposal's stockholders.

Except as expressly modified pursuant to the Amendment, the Merger Agreement, which was previously filed as Exhibit 2.1 to the Current Report on Form 8-K with the Securities and Exchange Commission ("SEC") by the Company on April 15, 2019, remains in full force and effect. The foregoing description of the Amendment and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 2.1 hereto and is incorporated herein by reference.

Amended and Restated Voting Agreement

In addition to, and concurrently with the execution of the Amended Merger Agreement, on June 24, 2020, Canada Pension Plan Investment Board (the "Key Stockholder") representing approximately 18% of the outstanding Advanced Disposal Common Stock entered into an Amended and Restated Voting and Support Agreement (as amended and restated, the "Voting Agreement") with the Company, pursuant to which, among other things, and subject to the terms and conditions set forth therein, the Key Stockholder has agreed to vote its shares of Advanced Disposal Common Stock in favor of the adoption of the Amended Merger Agreement and against any alternative proposal. The Voting Agreement automatically terminates upon the earliest to occur of (i) the Expiration Time (defined in the Voting Agreement as the earlier to occur of (x) the effective time of the Merger and (y) such date and time as the Amended Merger Agreement has been validly terminated in accordance with its terms) and (ii) the election of the Key Stockholder in its sole discretion to terminate the Voting Agreement promptly following any amendment of any term in the Amended Merger Agreement that reduces or changes the form of consideration payable under the Amended Merger Agreement.

The above description of the Voting Agreement and the transactions contemplated thereby is not complete and is qualified in its entirety by reference to the Voting Agreement, a copy of which is filed as Exhibit 2.2 to this report and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

Press Release

On June 24, 2020, the Company and Advanced Disposal issued a joint press release announcing entry into the Amended Merger Agreement. The Company and Advanced Disposal also announced in that press release that they have entered into an agreement to sell substantially all of the assets anticipated to be required to be divested in connection with the Merger to an affiliate of GFL Environmental Inc. A copy of the press release is attached hereto as Exhibit 99.1.

The information contained in Item 7.01 of this report, including Exhibit 99.1, shall not be incorporated by reference into any filing of the registrant, whether made before, on or after the date hereof, regardless of any general incorporation language in such filing, unless expressly incorporated by specific reference to such filing. The information contained in Item 7.01 of this report, including Exhibit 99.1, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

Item 8.01. Other Events.

As described in Item 7.01 above, on June 24, 2020, the Company and Advanced Disposal announced the entry into an agreement pursuant to which the Company and Advanced Disposal will sell certain of their solid waste collection, intermediary waste delivery and terminal waste delivery assets in selected portions of the United States to an affiliate of GFL Environmental Inc. in connection with the Merger. The transaction is conditioned on the closing of the Merger and other customary closing conditions, and remains subject to ongoing review and approval by the U.S. Department of Justice.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Index

Exhibit Number	Description
2.1	Amendment No. 1, dated as of June 24, 2020, to Agreement and Plan of Merger, dated April 14, 2019, by and among Advanced Disposal Services, Inc., Waste Management, Inc. and Everglades Merger Sub Inc. (incorporated by reference to Exhibit 2.1 to Current Report on Form 8-K filed with the SEC on April 15, 2019).
2.2	Amended and Restated Voting Agreement dated June 24, 2020.
99.1	Press Release dated June 24, 2020.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Cautionary Note Regarding Forward-Looking Statements

This filing contains “forward-looking statements” within the meaning of the U.S. federal securities laws about the Company, Advanced Disposal and the proposed acquisition and divestitures, including but not limited to all statements about the timing and approvals of the proposed acquisition and divestitures; ability of the respective parties to consummate and finance the acquisition and divestitures; method of financing the acquisition; the amount or identity of required divestitures; integration of the acquisition; future operations or benefits; future capital allocation; future business and financial performance of the Company and Advanced Disposal; future leverage ratio; future redemption of senior notes; and all outcomes of the proposed acquisition, including synergies, cost savings, and impact on earnings, cash flow growth, return on capital, shareholder returns, strength of the balance sheet and credit ratings, which are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Words such as “expect,” “likely,” “outlook,” “forecast,” “preliminary,” “would,” “could,” “should,” “can,” “will,” “project,” “intend,” “plan,” “goal,” “guidance,” “target,” “continue,” “sustain, “ “synergy,” “on track,” “believe,” “seek,” “estimate,” “anticipate,” “may,” “possible,” “assume,” and variations of such words and similar expressions are intended to identify such forward-looking statements. You should view these statements with caution and should not place undue reliance on such statements. They are based on the facts and circumstances known to the Company and Advanced Disposal (as the case may be) as of the date the statements are made. These forward-looking statements are subject to risks and uncertainties that could cause actual results to be materially different from those set forth in such forward-looking statements, including but not limited to, general economic and capital markets conditions; public health risk and other impacts of COVID-19 or similar pandemic conditions, including increased costs, social and commercial disruption, service reductions and other adverse effects on business, financial condition, results of operations and cash flows; the effects that the announcement of the Amendment or pendency of the Merger may have on the Company, Advanced Disposal or its respective business; inability to obtain required regulatory or government approvals or to obtain such approvals on satisfactory conditions; inability to obtain stockholder approval or satisfy other closing conditions; inability to obtain financing; the occurrence of any event, change or other circumstance that could give rise to the termination of the definitive agreement; the effects that any termination of the definitive agreement may have on Advanced Disposal or its business; legal proceedings that may be instituted related to the proposed acquisition; unexpected costs, charges or expenses; failure to successfully integrate the acquisition, realize anticipated synergies or obtain the results anticipated; and other risks and uncertainties described in the Company’s and Advanced Disposal’s filings with the SEC, including Part I, Item 1A of each company’s most recently filed Annual Report on Form 10-K and subsequent reports on Form 10-Q, which are incorporated herein by reference, and in other documents that the Company or Advanced Disposal file or furnish with the SEC. Except to the extent required by law, neither the Company nor Advanced Disposal assume any obligation to update any forward-looking statement, including financial estimates and forecasts, whether as a result of future events, circumstances or developments or otherwise.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

WASTE MANAGEMENT, INC.

Date: June 24, 2020

By: */s/ Charles C. Boettcher*
Charles C. Boettcher
Executive Vice President, Corporate Development and Chief Legal Officer

EXHIBIT 2.1
Execution Version

AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 1 (this "Amendment") to the Agreement and Plan of Merger, dated as of April 14, 2019 (the "Merger Agreement"), by and among Advanced Disposal Services, Inc., a Delaware corporation (the "Company"), Waste Management, Inc., a Delaware corporation ("Parent"), and Everglades Merger Sub Inc., a Delaware corporation and a wholly owned indirect subsidiary of Parent ("Merger Sub" and, together with the Company and Parent, the "Parties" and each, a "Party"), is entered into by and among Parent, Merger Sub and the Company as of June 24, 2020. Capitalized terms used but not defined elsewhere in this Amendment shall have the meanings ascribed to them in the Merger Agreement.

RECITALS

WHEREAS, Parent, Merger Sub and the Company entered into the Merger Agreement on April 14, 2019;

WHEREAS, Section 9.2 of the Merger Agreement provides that, subject to the provisions of applicable Law, at any time prior to the Effective Time, the Parties (by action of their respective boards of directors) may modify, amend or supplement the Merger Agreement by written agreement, executed and delivered by duly authorized officers of the respective Parties;

WHEREAS, Parent, Merger Sub and the Company now intend to amend certain provisions of the Merger Agreement as set forth herein;

WHEREAS, the boards of directors of Parent and Merger Sub have approved and declared advisable the Merger Agreement as amended by this Amendment and the transactions contemplated by the Merger Agreement as amended by this Amendment, including the Merger, with the Company surviving the Merger on the terms and subject to the conditions set forth in the Merger Agreement as amended by this Amendment, and have authorized the execution and delivery of this Amendment; and

WHEREAS, the board of directors of the Company (the "Company Board") has unanimously (a) determined that it is fair to, and in the best interests of the Company and the stockholders of the Company, and declared advisable this Amendment and the transactions contemplated by the Merger Agreement as amended by this Amendment, including the Merger; (b) approved this Amendment and the transactions contemplated by the Merger Agreement as amended by this Amendment in accordance with the DGCL; and (c) adopted a resolution recommending the Merger Agreement as amended by this Amendment be adopted by the stockholders of the Company.

NOW, THEREFORE, in consideration of the premises, and of the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Certain Agreements.

(a) The Company hereby certifies to Parent and Merger Sub that the conditions to Closing set forth in Section 7.2(a), (b) and (d) of the Merger Agreement would be satisfied as of the date of this Amendment if the Closing were to be the date of this Amendment. The Company hereby acknowledges and agrees that as of the date of this Amendment, to the knowledge of the persons set forth on Annex A-1 of this Amendment after reasonable inquiry by each such individual, no event, development, circumstance, change, effect or occurrence has occurred that would cause any of the conditions to Closing set forth in Section 7.3(a) or Section 7.3(b) to not be satisfied if the Closing were to be the date of this Amendment, and the Company agrees not to assert that any of such conditions are not satisfied at the Closing as a result of any events, developments, circumstances, changes, effects or occurrences to which it had knowledge (using the standard set forth earlier in this sentence) as of the date of this Amendment.

(b) Parent and Merger Sub hereby certify to the Company that the conditions to Closing set forth in Section 7.3(a) and (b) of the Merger Agreement would be satisfied as of the date of this Amendment if the Closing were to be the date of this Amendment. Each of Parent and Merger Sub hereby acknowledges and agrees that as of the date of this Amendment, to the knowledge of the persons set forth on Annex A-2 of this Amendment after reasonable inquiry by each such individual, no event, development, circumstance, change, effect or occurrence has occurred that would cause any of the conditions to Closing set forth in Section 7.2(a), (b) and (d) to not be satisfied if the Closing were to be the date of this Amendment, and each of Parent and Merger Sub agree not to assert that any of such conditions are not satisfied at the Closing as a result of any events, developments, circumstances, changes, effects or occurrences to which it had knowledge (using the standard set forth earlier in this sentence) as of the date of this Amendment.

2. Amendment of Third Recital. The third recital of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"WHEREAS, Parent, Merger Sub and a certain stockholder of the Company have entered into Voting and Support Agreement, dated as of April 14, 2019, as amended and restated as of June 24, 2020 (as amended and restated, the "Voting and Support Agreement"), providing that, among other things, subject to the terms and conditions set forth therein, such stockholder will support the Merger and the other transactions contemplated by this Agreement, as amended by the Amendment, including by voting to adopt this Agreement, as amended by the Amendment; and"

3. Amendment of Section 2.1(a). Section 2.1(a) (*Per Share Merger Consideration*) of the Merger Agreement is hereby amended by replacing the number "$33.15" with the number "$30.30."

4. Amendment of 3.18. Section 3.18 of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 3.18 Opinion of Financial Advisor. UBS Securities LLC (the "Financial Advisor") has delivered to the Company Board its written opinion (or oral opinion to be confirmed in writing), dated as of the date of the Amendment, that, as of such date, and subject to the assumptions, qualifications and limitations set forth therein, the Per Share Merger Consideration is fair, from a financial point of view, to the holders of Common Stock (other than the holders of the Cancelled Shares, Subsidiary Shares or the Dissenting Shares), a copy of which opinion will be delivered to Parent solely for informational purposes promptly following receipt thereof by the Company."

5. Amendment of Section 6.4. Section 6.4 of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 6.4 Further Action; Efforts.

(a) Subject to the terms and conditions of this Agreement, including Section 6.4(d), Parent shall use its best efforts to take, or cause to be taken, all actions and to use its best efforts to do, or cause to be done, all things necessary, proper or advisable under this Agreement and applicable Law to consummate and make effective the Merger and the other transactions contemplated by this Agreement by the End Date (as may be extended in accordance with Section 8.1(c)). Without limiting the generality of the foregoing, Parent shall use its best efforts to obtain, or cause to be obtained, the expiration or termination of any applicable waiting period under the HSR Act and any agreement with a Governmental Entity not to consummate the Merger and the other transactions contemplated by this Agreement (the "Clearance") by the End Date (as may be extended in accordance with Section 8.1(c)). Following the date that the Clearance is obtained and prior to the Closing, Parent shall take any actions within its control to maintain the effectiveness of, and shall comply with, and shall enforce any rights that Parent has thereunder to require any purchaser of any assets to be divested to comply with, the terms of, as applicable, any (i) proposed final judgment, consent decree or other similar or related agreement or commitment and (ii) purchase agreement entered into connection therewith.

(b) Subject to Section 6.4(e), each of Parent, on the one hand, and the Company, on the other hand, shall (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep the other Party and/or its counsel reasonably informed of any communication received by such Party from, or given by such Party to, the Federal Trade Commission (the "FTC"), the Antitrust Division of the Department of Justice (the "DOJ") or any other U.S. or foreign Governmental Entity, and of any communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated by this Agreement, and (iii) permit the other Party and/or its counsel to review, and promptly provide, any substantive communication (written or oral), including drafts of any proposed final judgment, consent decree, divestiture agreement, or other similar or related agreement or commitment, given by it to, and consult with each other in advance of any meeting or conference with, the DOJ, the FTC or any such other Governmental Entity or, in connection with any proceeding by a private party, with any other person, and to the extent not prohibited by the DOJ, the FTC or such other Governmental Entity or other person, give the other Party and/or its counsel the opportunity to attend and participate in any substantive meeting, discussion or teleconference. Parent and the Company may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 6.4(b) as "Antitrust Counsel Only Material." Such materials and the information contained therein shall be given only to the outside antitrust counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (Parent or the Company, as the case may be) or its legal counsel. Each of Parent and the Company shall notify the other reasonably promptly upon the receipt of (i) any material communication from any official of any Governmental Entity in connection with any filing made pursuant to this Agreement, (ii) knowledge of the commencement or threat of commencement of any suits, claims, actions, proceedings, arbitrations, mediations, consent decrees, audits or investigations (whether governmental, internal or otherwise) ("Actions") by or before any Governmental Entity with respect to the Merger (and shall keep the other Party informed as to the status of any such Action or threat) and (iii) any request by any official of any Governmental Entity for any amendment or supplement to any filing made pursuant to this Agreement or any information required to comply with applicable Law applicable to the Merger. Notwithstanding anything to the contrary contained in this Section 6.4, materials provided pursuant to this Section 6.4(b) may be redacted to (x) remove references concerning the valuation of the Company and the transactions contemplated by this Agreement, (y) to the extent necessary to comply with contractual arrangements and (z) to the extent necessary to address reasonable privilege and confidentiality concerns.

(c) In the event that any Action is commenced or threatened by a Governmental Entity or other persons challenging the Merger or the other transactions contemplated by this Agreement under Antitrust Law, (i) each of Parent and the Company shall reasonably cooperate with each other and (ii) Parent shall use its best efforts to contest, resist or resolve any such Action and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other Order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Merger or the other transactions contemplated by this Agreement so as to permit such consummation no later than the End Date (as such End Date may be extended in accordance with Section 8.1(c) hereof), and oppose any such Actions, whether judicial or administrative, against it in connection with the Merger or the other transactions contemplated by this Agreement.

(d) In furtherance of the foregoing, Parent shall, and shall cause its subsidiaries to (i) propose, negotiate, commit to and effect, by consent decree, hold separate or asset preservation orders or otherwise, the sale, divesture, disposition, or license of any assets, operations, properties, products, rights, licenses, services or businesses of Parent or its subsidiaries or the Company or its subsidiaries, or any interest therein, to the extent required by the DOJ in order to obtain Clearance and (ii) otherwise take or commit to take any actions that would limit Parent's or its subsidiaries' or the Company's or its subsidiaries' freedom of action with respect to, or its or their ability to retain any assets, operations, properties, products, rights, licenses, services, businesses, of Parent or its subsidiaries or the Company or its subsidiaries, or any interest therein to the extent required by the DOJ in order to obtain Clearance; provided, that any such actions are conditioned upon the consummation of the Merger and the transactions contemplated by this Agreement and that the Company shall not be obligated to take any action with respect to the Company and its subsidiaries the effectiveness of which is not conditioned on the Closing occurring.

(e) Notwithstanding anything in this Agreement to the contrary, but consistent with its obligations under Section 6.4(a) and Section 6.4(d), Parent shall control the strategy for obtaining all consents, approvals, or waivers that may be sought from any Governmental Entity pursuant to this Section 6.4, including by directing the timing, nature, and substance of any filings, forms, statements, commitments, submissions and communications contemplated by or made in accordance with this Section 6.4, as well as the manner in which to contest or otherwise respond, by litigation or otherwise, to objections to, or proceedings or other actions challenging, the consummation of the Merger and the other transactions contemplated by this Agreement; provided, that Parent shall give the Company the opportunity to participate in such discussions, negotiations or other proceedings to the extent not prohibited by applicable Law.

(f) At Parent's request, the Company agrees to take all reasonable actions Parent requests and to cooperate with Parent in connection with obtaining any actions, consents, undertakings, approvals or waivers by or from any Governmental Entity for or in connection with, and reasonably cooperate with Parent in litigating or otherwise contesting any objections to or proceedings or other actions challenging, the consummation of the Merger and the other transactions contemplated by this Agreement. Without limiting the foregoing, the Company will, and will cause its subsidiaries to, (i) reasonably assist Parent in any sales process (including through facilitation of reasonable due diligence (including the provision of customer or other proprietary or commercially sensitive information, subject to "clean team" arrangements reasonably acceptable to the Company, but only so long as Parent is willing to provide such comparable information with respect to any of its assets being divested) and granting any approvals that may be required under the Confidentiality Agreement) with potential purchasers of any of the Company's or its subsidiaries' businesses or other assets proposed by Parent to be subject to any such divestitures and (ii) enter into, and comply with, one or more agreements (each such agreement, a "Divestiture Agreement") as requested by Parent to be entered into by any of them prior to the Closing with respect to any transaction to divest, hold separate or otherwise take any action that would limit the Company's or its subsidiaries' freedom of action, ownership or control with respect to, or their ability to retain or hold, directly or indirectly, any of the businesses or assets of the Company or any of its subsidiaries (each, a "Company Divestiture Action"); provided, however, that the consummation of the transactions provided for in any such agreement for a Company Divestiture Action will be conditioned upon the Closing or satisfaction or (to the extent permitted by applicable Law) waiver of all of the conditions to Closing in a case where the Closing will occur immediately following consummation of such Company Divestiture Action and shall not be deemed a "Material Contract" for any purpose under this Agreement. The Company shall not, and shall not permit any of its Representatives to, make any offer, acceptance or counter-offer to or otherwise engage in negotiations or discussions with any Governmental Entity with respect to any proposed settlement, consent, decree, commitment or remedy or, in the event of litigation, discovery, admissibility of evidence, timing or scheduling, except as specifically requested by or agreed with Parent. Parent and Merger Sub hereby acknowledge and agree that the Company shall not be deemed to have breached or failed to perform any of its obligations under this Agreement (including for purposes of Section 7.2(b) and Section 8.2(b)(iv)) due to its failure to comply with any Divestiture Agreement, unless such failure to comply with any such Divestiture Agreement was a material breach of, or a failure to perform any of the covenants or a breach of the agreements contained in such Divestiture Agreement resulting from an act or failure to act by the Company (including acts or failures to act by the Company's Representatives at the direction of the Company) with actual knowledge, or knowledge that a Person acting reasonably under the circumstances should have, that such act or failure to act, would or would be reasonably expected to result in or constitute a breach of or failure of performance under such Divestiture Agreement; provided, however, the foregoing shall not limit Parent's or Merger Sub's rights under Section 9.12 (*Specific Performance*) or the enforcement thereof with respect to any failure by the Company to comply with any of the covenants or agreements set forth in any Divestiture Agreement."

6. Addition of Sections 6.18, 6.19 and 6.20. The Merger Agreement is hereby amended by adding new Sections 6.18, 6.19 and 6.20 as set forth below.

"SECTION 6.18 Acquisition Proposals After Amendment.

(a) Except as otherwise permitted by this Section 6.18 or Section 6.20, during the Pre-Closing Period, the Company shall not, and shall cause its subsidiaries and its and its subsidiaries' Representatives not to, directly or indirectly, (i) initiate, solicit or knowingly induce or encourage or otherwise knowingly facilitate (including by providing information) any inquiries with respect to, or the making of, any Acquisition Proposal or any inquiry, offer or proposal that could reasonably be expected to lead to an Acquisition Proposal, (ii) engage in, continue or otherwise participate in any negotiations or discussions concerning, or provide access to its properties, books and records or any confidential or non-public information or data to, any Person for the purpose of encouraging or facilitating an Acquisition Proposal or any inquiry, offer or proposal that could reasonably be expected to lead to an Acquisition Proposal (provided that, notwithstanding the foregoing, the Company may (x) notify such Person of the existence of this Section 6.18, and (y) in response to a *bona fide* Acquisition Proposal after the date of the Amendment that was not initiated, solicited, knowingly encouraged or facilitated in, and did not otherwise result from a, violation of this Section 6.18, contact such Person and its Representatives for the purpose of clarifying the material terms of any such Acquisition Proposal and the likelihood and timing of consummation thereof), (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Acquisition Proposal, or (iv) execute or enter into, any letter of intent, agreement in principle, merger agreement, acquisition agreement or other similar definitive agreement relating to any Acquisition Proposal (which, for the avoidance of doubt, shall not include an Acceptable Confidentiality Agreement), and the Company shall not resolve or agree to do any of the foregoing. Without limiting the foregoing, it is agreed that any violation of any of the restrictions set forth in the preceding sentence by any Representatives of the Company or any of its subsidiaries shall be deemed to be a breach of this Section 6.18(a) by the Company. The Company shall, shall cause each of its subsidiaries to, and shall instruct (and use its reasonable efforts to cause) its Representatives to, immediately cease and cause to be terminated any solicitations, discussions or negotiations with any Person (other than the Parties and their respective Representatives) in connection with an Acquisition Proposal. The Company shall promptly (and in any event within 48 hours) notify Parent orally and in writing of the receipt of any Acquisition Proposal and any inquiries, proposals or offers, any requests for information, or any requests for discussions or negotiations with the Company or any of its Representatives, in each case in writing and relating to an Acquisition Proposal, which notice shall include a summary of the material terms and conditions of, and the identity of the Person making, such Acquisition Proposal, inquiry, proposal or offer, and copies of any such written requests, proposals or offers, including proposed agreements, and thereafter shall (i) keep Parent reasonably informed, on a reasonably current basis (and in any event within 48 hours of the occurrence of any changes, developments, discussions or negotiations), of any material developments regarding any Acquisition Proposals or any material change to the terms and status of any such Acquisition Proposal and (ii) provide to Parent as soon as practicable (and in any event within 48 hours) after receipt or delivery thereof copies of all correspondence and other written material sent or provided to the Company or any of its subsidiaries from any person that describes any of the terms or conditions of any Acquisition Proposal. The Company agrees that neither it nor any of its subsidiaries shall terminate, waive, amend, release or modify any provision of any existing standstill or similar agreement to which it or one of its subsidiaries is a party, except that prior to, but not after, obtaining the affirmative vote (in person or by proxy) of the holders of a majority of all of the outstanding shares of Common Stock entitled to vote thereon at the Second Stockholders Meeting, or any adjournment or postponement thereof, to adopt this Agreement (the "Second Company Requisite Vote"), if after consultation with, and taking into account the advice of, outside legal counsel, the Company Board determines that the failure to take such action would be reasonably likely to result in a violation of its fiduciary duties under applicable Law, the Company may waive any such standstill provision solely to the extent necessary to permit a third party to make, on a confidential basis, to the Company Board, an Acquisition Proposal.

(b) Notwithstanding anything to the contrary in this Agreement, nothing contained herein shall prevent the Company or the Company Board from:

(i) taking and disclosing to its stockholders a position contemplated by Rule 14d-9 and Rule 14e-2(a) promulgated under the Exchange Act (or any similar communication to stockholders in connection with the making or amendment of a tender offer or exchange offer, in each case, to the extent legally required) or from making any other disclosure to stockholders with regard to the transactions contemplated by this Agreement or an Acquisition Proposal if the Company Board determines in good faith that the failure to make such disclosure would be inconsistent with its fiduciary duties under applicable Law (provided, that neither the Company nor the Company Board may recommend any Acquisition Proposal unless expressly permitted by Section 6.18(c) or Section 6.20, and provided, further, that any such disclosure that has the substantive effect of withdrawing or adversely modifying the recommendation of the Company Board that the stockholders of the Company vote in favor of the adoption of this Agreement and the Merger (the "Second Recommendation") shall be deemed to be a Change of Second Recommendation and any such disclosure that relates to an Acquisition Proposal, shall be deemed to be a Change of Second Recommendation unless the Company in connection with such disclosure publicly and expressly reaffirms the Second Recommendation); provided, further, that the issuance by the Company or the Company Board of a "stop, look and listen" communication as contemplated by Rule 14d-9(f) promulgated under the Exchange Act (or any similar communication to its stockholders) in which the Company provides only a factually accurate public statement that the Company has received an Acquisition Proposal and states that the Company Board has not changed the Second Recommendation shall not constitute a Change of Second Recommendation;

(ii) prior to, but not after, obtaining the Second Company Requisite Vote, providing access to its properties, books and records and providing any information or data in response to a request therefor by a Person or group who has made a *bona fide* Acquisition Proposal that was made after the date of the Amendment and was not initiated, solicited, or knowingly encouraged or facilitated in violation of Section 6.18, if the Company Board (A) shall have determined in good faith, after consultation with, and taking into account the advice of, its outside legal counsel and Financial Advisor, that such Acquisition Proposal could reasonably be expected to constitute or result in a Superior Proposal, (B) shall have determined in good faith, after consultation with, and taking into account the advice of, its outside legal counsel, that the failure to take such actions would be inconsistent with its fiduciary duties under applicable Law and (C) has received from the Person so requesting such information an executed Acceptable Confidentiality Agreement; provided, that any such access, information or data has previously been provided to Parent or is provided to Parent prior to or substantially concurrently with the time such access, information or data is provided to such Person or group;

(iii) prior to, but not after, obtaining the Second Company Requisite Vote, engaging in any negotiations or discussions with any Person and its Representatives who has made a *bona fide* Acquisition Proposal that was made after the date of the Amendment and was not initiated, solicited, or knowingly encouraged or facilitated in violation of Section 6.18 or any other violation of this Agreement, if the Company Board shall have determined in good faith, after consultation with, and taking into account the advice of, its outside legal counsel and Financial Advisor, that (A) such Acquisition Proposal could reasonably be expected to constitute or result in a Superior Proposal and (B) the failure to engage in any such negotiations or discussions would be inconsistent with its fiduciary duties under applicable Law; or

(iv) prior to, but not after, obtaining the Second Company Requisite Vote, making a Change of Second Recommendation (but only if permitted by Section 6.18(c) or Section 6.20).

(c) Notwithstanding anything in this Agreement to the contrary, if, at any time prior to, but not after, obtaining the Second Company Requisite Vote, the Company Board determines in good faith, after consultation with, and taking into account the advice of, its Financial Advisor and outside legal counsel, in response to a *bona fide* Acquisition Proposal that was made after the date of the Amendment and was not initiated, solicited, or knowingly encouraged or facilitated in violation of Section 6.18 and such Acquisition Proposal constitutes a Superior Proposal (taking into account any adjustment to the terms and conditions of this Agreement committed to by Parent and Merger Sub in response to such Acquisition Proposal) and the failure to take the action in sub-clause (i) or (ii) below would be inconsistent with its fiduciary duties under applicable Law, the Company or the Company Board may (and may resolve or agree to) (i) terminate this Agreement pursuant to Section 8.1(d)(ii) (*Superior Proposal*) and enter into a definitive agreement with respect to such Superior Proposal or (ii) effect a Change of Second Recommendation in accordance with clause (x)(A) of Section 6.20; provided, however, that, if the Company terminates the Agreement pursuant to Section 8.1(d)(ii) (*Superior Proposal*), the Company pays to Parent the Company Termination Fee required to be paid pursuant to Section 8.2(b)(i) concurrently with or prior to such termination; provided, further, that the Company will not be entitled to enter into such definitive agreement and to terminate this Agreement in accordance with Section 8.1(d)(ii) (*Superior Proposal*) or effect a Change of Second Recommendation pursuant to clause (x) of Section 6.20 unless (x) the Company delivers to Parent a Company Notice and (y) at or after 11:59 p.m., Eastern time, on the last day of the Notice Period, the Company Board reaffirms in good faith (after consultation with, and taking into account the advice of, its outside legal counsel and Financial Advisor and taking into account any adjustment to the terms and conditions of this Agreement committed to by Parent during the Notice Period) that such Acquisition Proposal continues to constitute a Superior Proposal and that the failure to take such action would be inconsistent with Company Board's fiduciary duties under applicable Law. If requested by Parent, the Company will, and will cause its Representatives to, during the Notice Period, engage in good faith negotiations with Parent and its Representatives regarding any *bona fide* adjustments in the terms and conditions of this Agreement so that such Acquisition Proposal would cease to constitute a Superior Proposal. The Company agrees to notify Parent promptly if it determines during such Notice Period not to terminate this Agreement and enter into the definitive agreement referred to in the Company Notice. Any amendment to the financial terms or any other material amendment to the terms and conditions of a proposed agreement relating to a Superior Proposal will be deemed to be a new proposal or proposed agreement relating to a Superior Proposal for purposes of this Section 6.18(c) requiring a new Company Notice and an additional Notice Period; provided, however, that each such additional Notice Period after the initial four (4) Business Day Notice Period shall expire at 11:59 p.m., Eastern time, on the second (2nd) Business Day immediately following the day on which the Company delivers such new Company Notice (it being understood that no such new Company Notice shall reduce the initial Notice Period to less than four (4) Business Days).

SECTION 6.19 Second Proxy Statement. The Company shall prepare and file with the SEC, as promptly as practicable after the date of the Amendment, and in any event within 12 Business Days after the date of the Amendment, a preliminary proxy statement to be sent to the stockholders of the Company in connection with the Second Stockholders Meeting (such proxy statement, as amended or supplemented, the "Second Proxy Statement"). Parent, Merger Sub and the Company will cooperate and consult with each other in the preparation of the Second Proxy Statement and any amendments or supplements thereto. Without limiting the generality of the foregoing, each of Parent and Merger Sub will furnish to the Company the information relating to it and its subsidiaries as required by the Exchange Act and the rules and regulations promulgated thereunder to be set forth in the Second Proxy Statement (or that is customarily included in proxy statements prepared in connection with transactions of the type contemplated by this Agreement) and provide such other assistance as may be reasonably requested by the Company. The Company shall use its reasonable best efforts to resolve all SEC comments, if any, with respect to the Second Proxy Statement as promptly as practicable after receipt thereof. Each Party covenants that none of the information supplied or to be supplied by it for inclusion or incorporation in the Second Proxy Statement will, at the date it is filed with the SEC or first mailed to the Company's stockholders or at the time of the Second Stockholders Meeting or at the time of any amendment or supplement thereof, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Company shall promptly notify Parent and Merger Sub of the receipt of any comments from the SEC with respect to the Second Proxy Statement and any request by the SEC for any amendment to the Second Proxy Statement or for additional information. If at any time prior to the Second Stockholders Meeting any information relating to Parent, Merger Sub or the Company, or any of their respective Affiliates, officers or directors, should be discovered by Parent, Merger Sub or the Company, which should be set forth in an amendment or supplement to the Second Proxy Statement so that the Second Proxy Statement would not include any misstatement of a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Party which discovers such information shall promptly notify the other Party and, to the extent required by applicable Law, the Company shall promptly file with the SEC and disseminate to the stockholders of the Company an appropriate amendment or supplement describing such information. Prior to filing or mailing the Second Proxy Statement (or any amendment or supplement thereto) or responding to any comments of the SEC or its staff with respect thereto, the Company shall provide Parent a reasonable opportunity to review and to propose comments on such document or response and consider in good faith such comments proposed by Parent for inclusion therein. Unless the Company Board has made a Change of Second Recommendation in accordance with Section 6.20, the Second Recommendation shall be included in the Second Proxy Statement.

SECTION 6.20 Second Stockholders Meeting. The Company, acting through the Company Board (or a committee thereof), shall as soon as reasonably practicable following the date on which the Company learns that the Second Proxy Statement will not be reviewed or that the SEC has no further comments thereon, duly call, give notice of, convene and hold a meeting of its stockholders to be held no more than 30 Business Days thereafter for the purpose of approving and adopting this Agreement (including any adjournment or postponement thereof, the "Second Stockholders Meeting") and shall not postpone, recess or adjourn such meeting; provided, that the Company may postpone, recess or adjourn such meeting (i) if on the date on which the Second Stockholders Meeting is originally scheduled (as set forth in the Second Proxy Statement), the Company has not received proxies representing a sufficient number of Shares to obtain the Second Company Requisite Vote or there are insufficient Shares represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Second Stockholders Meeting; or (ii) if the failure to postpone, recess or adjourn the Second Stockholders Meeting would reasonably be expected to be a violation of applicable Law for the distribution of any required amendment or supplement to the Second Proxy Statement to be timely provided to the holders of Shares; provided, further, that the Second Stockholders Meeting shall not be postponed, recessed or adjourned pursuant to this proviso to a date that is more than the earlier of (A) 30 days after the date on which the Second Stockholders Meeting was originally scheduled and (B) five (5) Business Days before the End Date, without the prior written consent of Parent. The Company, acting through the Company Board (or a committee thereof), shall (a) subject to Section 6.18(c), include in the Second Proxy Statement the Second Recommendation, (b) include the written opinion of the Financial Advisor, dated as of the date of the Amendment, that, as of such date, the Per Share Merger Consideration is fair, from a financial point of view, to the holders of the Common Stock (other than the holders of Cancelled Shares, Subsidiary Shares and Dissenting Shares), and (c) subject to Section 6.18(c), use its reasonable best efforts to obtain the Second Company Requisite Vote, including to solicit proxies necessary to obtain the Second Company Requisite Vote; provided that, notwithstanding anything to the contrary contained in this Agreement, the Company Board may fail to include the Second Recommendation in the Second Proxy Statement or withdraw, modify, qualify in any manner adverse to Parent, or change the Second Recommendation, or formally resolve to effect or publicly announce an intention to effect any of the foregoing (a "Change of Second Recommendation"), if (x) (A) a *bona fide* Acquisition Proposal that was made after the date of the Amendment and was not initiated, solicited, knowingly encouraged or facilitated in violation of Section 6.18 is made to the Company and is not withdrawn and the Company Board determines in good faith, after consultation with, and taking into account the advice of, its Financial Advisor and outside legal counsel that such Acquisition Proposal constitutes a Superior Proposal or (B) there exists any Intervening Event, (y) the Company Board shall have determined in good faith, after consultation with, and taking into account the advice of, outside legal counsel to the Company, that the failure of the Company Board to effect a Change of Second Recommendation would be inconsistent with its fiduciary duties under applicable Law and (z) (A) if such Change of Second Recommendation is made in response to an Acquisition Proposal, the Company complies with the provisions of Section 6.18(c) or (B) if such Change of Second Recommendation is made in response to an Intervening Event, the Company (x) delivers to Parent a written notice informing Parent that the Company Board proposes to take such action and the basis of the proposed action (including a reasonably detailed description of the underlying facts giving rise to, and the reasons for taking, such action) no less than four (4) Business Days before taking such action and (y) during such four (4) Business Day period, if requested by Parent, engages in good faith negotiations with Parent and its Representatives regarding any adjustments in the terms and conditions of this Agreement proposed by Parent so that such event, development, circumstance, change, effect, condition or occurrence would cease to warrant a Change of Second Recommendation. The Company shall keep Parent updated with respect to proxy solicitation results as reasonably requested by Parent. Notwithstanding anything to the contrary contained in this Agreement, if subsequent to the date of the Amendment the Company Board makes a Change of Second Recommendation, the Company nevertheless shall submit this Agreement to the holders of Shares for approval and adoption at the Second Stockholders Meeting unless and until this Agreement is terminated in accordance with its terms."

7. Amendment of Section 8.1(c). Section 8.1(c) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"(c) by either Parent or the Company if the Effective Time shall not have occurred on or before September 30, 2020 (as such date may be extended pursuant to the terms of this Agreement or by the mutual written consent of Parent and the Company, the "End Date"); provided, if on the End Date all of the conditions set forth in Section 7.2(a), Section 7.2(b) and Section 7.2(d) have been satisfied (or, with respect to the conditions that by their terms must be satisfied at the Closing, would have been so satisfied if the Closing would have occurred on the End Date) but any of the conditions set forth in Section 7.1(a) (*Stockholder Approval*), Section 7.1(b) (*Legal Restraint*) and/or Section 7.1(c) (*Antitrust Consents*) has not been satisfied, then the End Date shall automatically be extended to November 30, 2020, in which case, the End Date shall be deemed for all purposes to be November 30, 2020; provided, further, that the Party seeking to terminate this Agreement pursuant to this Section 8.1(c) shall not be in breach or have breached in any material respect any provision of this Agreement after the date of the Amendment in any manner that shall have primarily contributed to the failure of the Effective Time to occur on or before the End Date;"

8. Amendment of Section 8.2(a). Section 8.2(a) of the Merger Agreement is hereby amended by adding the words "except as set forth in Section 8.2(e)," immediately after the words "provided, however".

9. Amendment of Section 8.2(b)(ii)(A). Section 8.2(b)(ii)(A) of the Merger Agreement is hereby amended by replacing the words "after the date of this Agreement" with the words "after the date of the Amendment."

10. Amendment of Section 8.2(b)(iii). Section 8.2(b)(iii) (*Certain Expense Reimbursement*) of the Merger Agreement is hereby amended by deleting the words "by either the Company or Parent pursuant to Section 8.1(f) (*Company Requisite Vote*) or" therein.

11. Amendment of Section 8.2(b)(iv). Section 8.2(b)(iv) is hereby amended and restated in its entirety to read as follows:

"this Agreement is terminated by Parent or the Company pursuant to (x) Section 8.1(b) (*Legal Restraint*) and the applicable Legal Restraint giving rise to such termination right is issued under or pursuant to any Antitrust Law or (y) Section 8.1(c) (*End Date*) and, in either case of clause (x) or (y), on the Termination Date the only conditions to closing set forth in Section 7.1 or Section 7.2 that have not been satisfied (other than those conditions that by their nature are to be satisfied at the Closing which conditions would be capable of being satisfied at the Closing if the Closing Date were on the Termination Date) are the conditions set forth in Section 7.1(b) (but only if the applicable Legal Restraint causing such condition not to be satisfied is issued under or pursuant to any Antitrust Law) or Section 7.1(c), then Parent shall pay $250,000,000 (the "Parent Termination Fee") to the Company (or its designee) by wire transfer of immediately available funds, at or prior to the time of termination in the case of a termination by Parent, or as promptly as reasonably practicable (and, in any event, within two Business Days following such termination) in the case of a termination by the Company; provided, however, that Parent shall not be required to pay the Parent Termination Fee to the Company if (x) the applicable Legal Restraint giving rise to such termination pursuant to Section 8.1(b) or (y) the failure of the conditions in Section 7.1(b) or Section 7.1(c), as applicable, to have been satisfied resulted from any breach by the Company of a covenant set forth in this Agreement."

12. Amendment of Section 8.2(e). Section 8.2(e) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"Notwithstanding anything to the contrary set forth in this Agreement, but subject to each Party's rights expressly set forth in Section 9.12, each Party expressly acknowledges and agrees that, (i) if this Agreement is terminated by the Company pursuant to Section 8.1(d)(ii) (*Superior Proposal*) and the Company Termination Fee is paid to Parent or its designees, then the payment to Parent or its designees of the Company Termination Fee shall be the sole and exclusive remedy of Parent and Merger Sub for any loss suffered by Parent or Merger Sub as a result of a breach by the Company of its obligations under Section 6.1; and (ii) if the Parent Termination Fee is paid to the Company or its designees pursuant to this Agreement, then the payment to the Company or its designees of the Parent Termination Fee shall be the sole and exclusive remedy of the Company for any loss suffered by the Company as a result of a breach by Parent or Merger Sub of its obligations under Section 6.4.

Without limiting the foregoing, and notwithstanding anything to the contrary set forth in this Agreement, but subject to the Company's rights expressly set forth in Section 9.12, (i) the Company agrees that the Company's right to terminate this Agreement pursuant to Section 8.1(b) (*Legal Restraint*) or Section 8.1(c) (*End Date*) and receive payment of the Parent Termination Fee (if due) shall be the sole and exclusive remedy of the Company and its Affiliates as a result of a breach by Parent or Merger Sub of any of its obligations under Section 6.4; and (ii) the Company shall have no right to, and agrees not to seek any money damages, whether in contract, tort or otherwise from Parent or its Affiliates with respect to a breach of Parent's or Merger Sub's obligations under Section 6.4, including in the circumstance in which this Agreement is terminated under any provision of Section 8.1 (whether or not a circumstance in which the Parent Termination Fee is payable); provided, however, the Company shall have a right to, and shall be entitled to seek money damages for any Willful Breach by Parent or Merger Sub up to an amount equal to the Parent Termination Fee in the event this Agreement is terminated by the Company pursuant to Section 8.1(d)(i)."

13. Amendment of Section 9.5(y). Section 9.5(y) (*Intervening Event*) of the Merger Agreement is hereby amended by replacing the words "the date of this Agreement" each time it appears with the words "the date of the Amendment" and the words "Company Requisite Vote" with the words "Second Company Requisite Vote."

14. Amendment of Certain Sections. (a) Sections 8.1(f) and 8.2(b)(ii) of the Merger Agreement shall be amended such that any references to the "Stockholders Meeting" shall be changed to the "Second Stockholders Meeting"; (b) Sections 7.1(a), 8.1(d)(ii), 8.1(e)(ii), 8.1(f), and 9.2, the parentheticals in each instance in Section 8.2(b), and the lead-in to Section 8.1 of the Merger Agreement shall be amended such that any references to the "Company Requisite Vote" shall be changed to the "Second Company Requisite Vote"; (c) Sections 6.8 and 8.1(e)(ii) and the parentheticals in each instance in Section 8.2(b) of the Merger Agreement shall be amended such that any references to the "Change of Recommendation" shall be changed to the "Change of Second Recommendation"; (d) Section 8.1(e)(ii) of the Merger Agreement shall be amended such that the reference to (i) "Recommendation" shall be changed to the "Second Recommendation" and (ii) "Proxy Statement" shall be changed to the "Second Proxy Statement"; (e) Section 8.2(b)(ii)(A) of the Merger Agreement shall be amended such that the reference to "at any time after the date of this Agreement" shall be changed to "at any time after the date of the Amendment"; (f) for purposes of the bring-down of the conditions to Closing set forth in Section 7.2(a) of the Merger Agreement, (i) Sections 3.4, 3.5 and 3.23 of the Merger Agreement shall be amended such that any references to the "Company Requisite Vote" shall be changed to the "Second Company Requisite Vote"; (ii) Sections 3.4 and 3.20 of the Merger Agreement shall be amended such that any references to the "Stockholders Meeting" shall be changed to the "Second Stockholders Meeting"; (iii) Sections 3.5(b), 3.20 and 4.9 of the Merger Agreement shall be amended such that any references to the "Proxy Statement" shall be changed to the "Second Proxy Statement"; and (iv) Section 4.9 of the Merger Agreement shall be amended such that any references to the "Stockholders Meeting" shall be changed to the "Second Stockholders Meeting"; (g) Section 8.1(d)(ii) of and the definition of "Superior Proposal" in the Merger Agreement shall be amended such that any references to "Section 6.1(c)" shall be changed to "Section 6.18(c)"; (h) Section 8.2(e) and the definition of "Acceptable Confidentiality Agreement" in the Merger Agreement shall be amended such that any references to "Section 6.1" shall be changed to "Section 6.18"; and (i) Section 3.19 of the Merger Agreement shall be amended such that the reference to "Prior to the execution of this Agreement" shall be changed to "Prior to the execution of the Amendment".

15. Representations and Warranties.

(a) Company Authority Relative to Amendment. The Company hereby represents and warrants to Parent and Merger Sub as follows: The Company has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Amendment and to perform its obligations hereunder, subject to the Second Company Requisite Vote. The Company Board, at a duly called and held meeting, has unanimously determined that the Merger Agreement as amended by this Amendment and the transactions contemplated thereby, including the Merger, are advisable, fair to and in the best interests of the Company's stockholders and approved this Amendment. This Amendment has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery hereof by Parent and Merger Sub, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Parent and Merger Sub Authority Relative to Amendment. Parent and Merger Sub each hereby represents and warrants to the Company as follows: Each of Parent and Merger Sub has all requisite corporate power and authority, and has taken all corporate or other action necessary, to execute and deliver this Amendment and to perform its obligations hereunder. The execution, delivery and performance of this Amendment by each of Parent and Merger Sub and the consummation by each of Parent and Merger Sub of the transactions contemplated by the Merger Agreement as amended by this Amendment have been duly and validly authorized by all necessary corporate or similar action by the boards of directors of Parent and Merger Sub. This Amendment has been duly and validly executed and delivered by each of Parent and Merger Sub and, assuming the due authorization, execution and delivery hereof by the Company, constitutes a legal, valid and binding obligation of Parent and Merger Sub enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

16. General Provisions.

(a) Effectiveness. All of the provisions of this Amendment shall be effective as of the date of this Amendment. Except to the extent specifically amended hereby, all of the terms of the Merger Agreement, the Company Disclosure Schedule and the Parent Disclosure Schedule shall remain unchanged and in full force and effect, and, to the extent applicable, such terms shall apply to this Amendment as if it formed a part of the Merger Agreement, the Company Disclosure Schedule and the Parent Disclosure Schedule.

(b) References to the Merger Agreement. After giving effect to this Amendment, each reference in the Merger Agreement to "this Agreement", "hereof", "hereunder" or words of like import referring to the Merger Agreement shall refer to the Merger Agreement as amended by this Amendment, all references in the Company Disclosure Schedule or the Parent Disclosure Schedule to "the Agreement" shall refer to the Merger Agreement as amended by this Amendment. All references in the Merger Agreement, the Company Disclosure Schedule or the Parent Disclosure Schedule to "the date hereof" or "the date of this Agreement" shall refer to April 14, 2019.

(c) Entire Agreement. This Amendment and the Merger Agreement (including the Exhibits thereto and the Company Disclosure Schedule and the Parent Disclosure Schedule), the Voting and Support Agreement and the Confidentiality Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof and thereof.

(d) Other Miscellaneous Terms. The provisions of Article IX (*General Provisions*) of the Merger Agreement shall, to the extent not already set forth in this Amendment, apply *mutatis mutandis* to this Amendment, and to the Merger Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

[*Signature page follows*]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY:

ADVANCED DISPOSAL SERVICES, INC.

By: */s/ Richard Burke*
Name: Richard Burke
Title: CEO

[Signature Page – Amendment No. 1 to the Agreement and Plan of Merger]

PARENT:

WASTE MANAGEMENT, INC.

By: */s/ Charles Boettcher*
Name: Charles Boettcher
Title: Executive Vice President, Corporate Development and Chief Legal Officer

[Signature Page – Amendment No. 1 to the Agreement and Plan of Merger]

MERGER SUB:

EVERGLADES MERGER SUB INC.

By: */s/ Mark A. Lockett*
Name: Mark A. Lockett
Title: President

[Signature Page – Amendment No. 1 to the Agreement and Plan of Merger]

Annex A-1

Company Knowledge (Amendment)

1. Randall T. Arnold
2. Richard Burke
3. Michael K. Slattery
4. Steven R. Carn
5. John Spegal
6. Melissa Westerman

Annex A-2

Parent and Merger Sub Knowledge (Amendment)

1. James C. Fish Jr.
2. John J. Morris Jr.
3. Devina A. Rankin
4. Charles C. Boettcher
5. Kristen B. Ford

EXHIBIT 2.2
Execution Version

AMENDED AND RESTATED VOTING AND SUPPORT AGREEMENT

This Amended and Restated Voting and Support Agreement (this "Agreement") is made and entered into as of June 24, 2020, by and between Waste Management, Inc., a Delaware corporation ("Parent"), and the person whose name appears on the signature pages hereto (the "Stockholder").

RECITALS

A. On April 14, 2019, the Stockholder and Parent entered into a Voting and Support Agreement (the "Original Voting Agreement").

B. Concurrently with the execution and delivery of this Agreement, Parent, Everglades Merger Sub Inc., a Delaware corporation and indirect subsidiary of Parent ("Merger Sub"), and Advanced Disposal Services, Inc., a Delaware corporation (the "Company"), are entering into an Amendment No. 1 (the "Amendment"), dated as of the date hereof, to the Agreement and Plan of Merger (as amended, and as it may be further amended, supplemented or otherwise modified from time to time, the "Amended Merger Agreement") that, among other things and subject to the terms and conditions set forth therein, provides for the merger of Merger Sub with and into the Company, with the Company being the surviving entity in such merger (the "Merger").

C. As an inducement and condition for Parent and Merger Sub to enter into the Amendment, the Stockholder agrees to enter into this Agreement with respect to all shares of common stock, par value $0.01 per share, of the Company (the "Common Stock") that the Stockholder owns, beneficially (as defined in Rule 13d-3 under the Exchange Act) or of record as of the date hereof, and any additional shares of Common Stock that such Stockholder may acquire beneficial (as defined in Rule 13d-3 under the Exchange Act) or record ownership of after the date hereof (collectively, the "Covered Shares").

D. As of the date hereof, the Stockholder is the beneficial or legal owner of record, and has sole voting power over, 16,572,106 of shares of Common Stock.

E. The Stockholder is party to (i) that certain Stockholders Agreement, dated as of October 12, 2016, by and among the Company, the Stockholder and the other parties thereto (the "Stockholders Agreement"), (ii) that certain Registration Rights Agreement, dated as of October 12, 2016, by and among the Company and certain shareholders of the Company (the "Registration Rights Agreement") and (iii) that certain Subscription Agreement by and between Star Atlantic Waste Holdings II, L.P. and the Stockholder dated as of August 3, 2016 (the "Subscription Agreement").

F. In furtherance of the Amendment, the parties hereto desire to amend and restate the Original Voting Agreement in its entirety.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree that the Original Voting Agreement is hereby amended and restated in its entirety as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Amended Merger Agreement. When used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1.

"Expiration Time" shall mean the earlier to occur of (a) the Effective Time and (b) such date and time as the Amended Merger Agreement shall be validly terminated pursuant to Article VIII thereof.

"Transfer" shall mean (a) any direct or indirect offer, sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer (by operation of Law or otherwise), either voluntary or involuntary, or entry into any option or other Contract, arrangement or understanding with respect to any offer, sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer (by operation of Law or otherwise), of any Covered Shares or any interest in any Covered Shares (in each case other than this Agreement), (b) the deposit of such Covered Shares into a voting trust, the entry into a voting agreement or arrangement (other than this Agreement and the Original Voting Agreement) with respect to such Covered Shares or the grant of any proxy or power of attorney (other than this Agreement) with respect to such Covered Shares, (c) entry into any hedge, swap or other transaction or Contract which is designed to (or is reasonably expected to lead to or result in) a transfer of the economic consequences of ownership of any Covered Shares, whether any such transaction is to be settled by delivery of Covered Shares, in cash or otherwise or (d) any Contract or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clauses (a), (b) or (c) above.

2. Agreement to Not Transfer the Covered Shares.

2.1 No Transfer of Covered Shares. Until the Expiration Time, the Stockholder agrees not to Transfer or cause or permit the Transfer of any Covered Shares, other than with the prior written consent of Parent (to be granted or withheld in Parent's sole discretion); provided, however, that nothing herein shall prohibit (i) a Transfer to an Affiliate of the Stockholder, but only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to Parent, to assume all of the obligations of the Stockholder under, and be bound by all of the terms of, this Agreement, and (ii) from and after the date of the Second Stockholders Meeting at which the Second Company Requisite Vote is obtained, the Stockholder and its Affiliates shall be permitted to engage in Transfers to the extent incident to or resulting from the pledging of the Covered Shares as collateral as part of the ordinary course financing activity of the Stockholder and its Affiliates. Any Transfer or attempted Transfer of any Covered Shares in violation of this Section 2.1 shall be null and void and of no effect whatsoever.

2.2 Update of Beneficial Ownership Information. Promptly following the written request of Parent, or upon the Stockholder's or any of its Affiliates' acquisition of beneficial (as defined in Rule 13d-3 under the Exchange Act) or record ownership of additional shares of Common Stock after the date hereof, the Stockholder will send to Parent a written notice setting forth the number of Covered Shares beneficially owned by such Stockholder or any of its Affiliates and indicating the capacity in which such Covered Shares are owned. The Stockholder agrees to cause any of its Affiliates that acquires beneficial ownership of any shares of Common Stock on or after the date hereof to execute an agreement in a form reasonably acceptable to Parent to be bound with respect to this Agreement with respect to such shares to the same extent such shares would be subject to this Agreement had they been beneficially acquired by the Stockholder.

3. Agreement to Vote the Covered Shares.

3.1 Until the Expiration Time, at every meeting of the Company's stockholders at which any of the following matters are to be voted on (and at every adjournment or postponement thereof), and on any action or approval of Company's stockholders by written consent with respect to any of the following matters, the Stockholder shall vote (including via proxy) the Covered Shares (or cause the holder of record on any applicable record date to vote (including via proxy) the Covered Shares):

(a) unless the Company Board has made a Change of Second Recommendation that has not been rescinded or otherwise withdrawn, in favor of the adoption of the Amended Merger Agreement; and

(b) unless the Company Board has made a Change of Second Recommendation that has not been rescinded or otherwise withdrawn, against (A) any action or agreement that would reasonably be expected to result in a breach of the Amended Merger Agreement or result in any condition set forth in Article VII of the Amended Merger Agreement not being satisfied on a timely basis, (B) any Acquisition Proposal, or any other proposal made in opposition to, in competition with, or inconsistent with the Amended Merger Agreement, the Merger or the transactions contemplated by the Amended Merger Agreement and (C) any other action, agreement or proposal which could reasonably be expected to delay, postpone or adversely affect consummation of the Merger and the other transactions contemplated by the Amended Merger Agreement.

3.2 Until the Expiration Time, at every meeting of the Company's stockholders (and at every adjournment or postponement thereof), the Stockholder shall be represented in person or by proxy at such meeting (or cause the holders of record on any applicable record date to be represented in person or by proxy at such meeting) in order for the Covered Shares to be counted as present for purposes of establishing a quorum.

3.3 Except as explicitly set forth in this Section 3, nothing in this Agreement shall limit the right of the Stockholder to vote (or cause to be voted), including by proxy, if applicable, in favor of, or against or to abstain with respect to, any other matters presented to the stockholders of the Company. Without limiting the foregoing, nothing herein shall limit the Stockholder's ability to vote for directors of the Company.

4. Waiver of Appraisal Rights. The Stockholder hereby waives all appraisal rights under Section 262 of the DGCL with respect to all Covered Shares owned (beneficially or of record) by such Stockholder.

5. No Solicitation.

5.1 Until the Expiration Time, the Stockholder shall not, and shall cause its Representatives not to, directly or indirectly, take any of the actions set forth in clauses (i) through (iv) of Section 6.18(a) of the Amended Merger Agreement. The Stockholder shall, and shall cause its Representatives to, immediately cease and cause to be terminated any activities, discussions or negotiations conducted before the date of this Agreement with any persons other than Parent with respect to any Acquisition Proposal. Notwithstanding anything in this Agreement to the contrary, (i) the Stockholder shall not be responsible for the actions of the Company or its Board of Directors (or any committee thereof), any Subsidiary of the Company or any officers, directors (in their capacity as such), employees and professional advisors of any of the foregoing, including with respect to any matters referred to in Section 6.18 of the Amended Merger Agreement.

5.2 Notwithstanding the foregoing, solely to the extent the Company is permitted, pursuant to Section 6.18(b) of the Amended Merger Agreement, to have discussions or negotiations with a person making a *bona fide* Acquisition Proposal, the Stockholder and its Representatives shall be permitted to participate in such discussions or negotiations with such person making such Acquisition Proposal.

6. No Legal Action. The Stockholder shall not, and shall cause its Representatives not to, bring, commence, institute, maintain, prosecute or voluntarily aid any claim, appeal, or proceeding which (a) challenges the validity of or seeks to enjoin the operation of any provision of this Agreement or (b) alleges that the execution and delivery of this Agreement by the Stockholder (or its performance hereunder) breaches any fiduciary duty of the Company Board (or any member thereof) or any duty that the Stockholder has (or may be alleged to have) to the Company or to the other holders of the Common Stock.

7. Capacity. No Person who is a representative of the Stockholder, who is or becomes during the term hereof a director of the Company, shall be deemed to make any agreement or understanding in this Agreement in such Person's capacity as a director of the Company. The Stockholder is entering into this Agreement solely in its capacity as the record holder or beneficial owner of the Covered Shares and nothing herein shall limit or affect any actions taken (or any failures to act) by a representative of the Stockholder in such representative's capacity as a director of the Company. The taking of any actions (or any failures to act) by any representative of the Stockholder in his or her capacity as a director of the Company shall not be deemed to constitute a breach of this Agreement, regardless of the circumstances related thereto.

8. Notice of Certain Events. The Stockholder shall notify Parent in writing promptly of (a) any fact, event or circumstance that would cause, or reasonably be expected to cause or constitute, a breach of the representations and warranties of the Stockholder under this Agreement or (b) the receipt by the Stockholder of any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with this Agreement.

9. Stockholders, Registration Rights and Subscription Agreements. The Stockholder, on behalf of itself and its Affiliates, hereby agrees that upon the Effective Time, (i) the Stockholder and its Affiliates shall cease to have any rights under the Stockholders Agreement, the Registration Rights Agreement or the Subscription Agreement, (ii) the Stockholders Agreement, Registration Rights Agreement and Subscription Agreement shall be terminated without any further action of the Stockholder or its Affiliates and (iii) the Stockholder and its Affiliates release the Surviving Corporation and its Affiliates, and the Parent on behalf of itself and its Affiliates (including the Surviving Corporation) release the Stockholder and its Affiliates, from all liabilities or obligations arising under the Stockholders Agreement the Registration Rights Agreement or the Subscription Agreement, it being agreed, for the avoidance of doubt, that the foregoing shall not limit the rights under Section 6.10 of the Amended Merger Agreement of any director nominee appointed pursuant to the Stockholders Agreement.

10. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent that:

10.1 Due Authority. The Stockholder has the full power and capacity to make, enter into and carry out the terms of this Agreement. The Stockholder is duly organized, validly existing and in good standing in accordance with the laws of its jurisdiction of formation. The execution and delivery of this Agreement, the performance of the Stockholder's obligations hereunder, and the consummation of the transactions contemplated hereby have been validly authorized, and no other consents or authorizations are required to give effect to this Agreement or the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by the Stockholder and constitutes a valid and binding obligation of the Stockholder enforceable against it in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar Laws affecting creditors' rights and remedies generally.

10.2 Ownership of the Covered Shares. (a) The Stockholder is, as of the date hereof, the beneficial or record owner of the Covered Shares, free and clear of any and all Liens, other than those created by this Agreement or the agreements referred to in Section 9 hereof and (b) the Stockholder has sole voting power over all of the Covered Shares beneficially owned by the Stockholder. The Stockholder has not entered into any agreement to Transfer any Covered Shares. As of the date hereof, the Stockholder does not own, beneficially or of record, any shares of Common Stock or other voting shares of the Company (or any securities convertible, exercisable or exchangeable for, or rights to purchase or acquire, any shares of Common Stock or other voting shares of the Company) other than the Covered Shares.

10.3 No Conflict; Consents.

(a) The execution and delivery of this Agreement by the Stockholder does not, and the performance by the Stockholder of its obligations under this Agreement and the compliance by the Stockholder with any provisions hereof does not and will not: (a) conflict with or violate any Laws applicable to the Stockholder, or (b) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the Covered Shares beneficially owned by the Stockholder pursuant to any Contract or obligation to which the Stockholder is a party or by which the Stockholder is subject.

(b) No consent, approval, order or authorization of, or registration, declaration or, except as required by the rules and regulations promulgated under the Exchange Act, filing with, any Governmental Entity or any other Person, is required by or with respect to the Stockholder in connection with the execution and delivery of this Agreement or the consummation by them of the transactions contemplated hereby.

10.4 Absence of Litigation. As of the date of this Agreement, there is no legal action pending against, or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder that could reasonably be expected to materially impair or materially adversely affect the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

11. Representations and Warranties of Parent. Parent hereby represents and warrants to the Stockholder that:

11.1 Due Authority. Parent has the full power and capacity to make, enter into and carry out the terms of this Agreement. Parent is duly organized, validly existing and in good standing in accordance with the laws of its jurisdiction of formation. The execution and delivery of this Agreement, the performance of Parent's obligations hereunder, and the consummation of the transactions contemplated hereby has been validly authorized, and no other consents or authorizations are required to give effect to this Agreement or the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by Parent and constitutes a valid and binding obligation of Parent enforceable against it in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar Laws affecting creditors' rights and remedies generally.

11.2 No Conflict; Consents.

(a) The execution and delivery of this Agreement by Parent does not, and the performance by Parent of its obligations under this Agreement and the compliance by Parent with the provisions hereof do not and will not: (a) conflict with or violate any Laws applicable to Parent, or (b) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, pursuant to any Contract or obligation to which Parent is a party or by which Parent is subject.

(b) No consent, approval, order or authorization of, or registration, declaration or, except as required by the rules and regulations promulgated under the Exchange Act, filing with, any Governmental Entity or any other Person, is required by or with respect to Parent in connection with the execution and delivery of this Agreement or the consummation by Parent of the transactions contemplated hereby.

11.3 Absence of Litigation. As of the date of this Agreement, there is no legal action pending against, or, to the knowledge of Parent, threatened against or affecting Parent that could reasonably be expected to materially impair or materially adversely affect the ability of Parent to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

12. Miscellaneous.

12.1 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to the Covered Shares. All rights, ownership and economic benefits of and relating to the Covered Shares shall remain vested in and belong to the Stockholder, and Parent shall have no authority to direct the Stockholder in the voting or disposition of any of the Covered Shares, except as otherwise provided herein.

12.2 Certain Adjustments. In the event of a stock split, stock dividend or distribution, or any change in the Common Stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, the terms “Common Stock” and “Covered Shares” shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

12.3 Amendments and Modifications. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all of the parties hereto.

12.4 Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

12.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile (upon confirmation of receipt) on the first (1st) Business Day following the date of dispatch if delivered by a recognized next day courier service, or on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) if to the Stockholder, to:

Canada Pension Plan Investment Board
One Queen Street East
Suite 2500
Toronto, ON
M5C 2W5
Canada
Attn: Ryan Barry, Managing Director, Legal
Email: rbarry@cppib.com

Canada Pension Plan Investment Board
One Queen Street East
Suite 2500
Toronto, ON
M5C 2W5
Canada
Attn: Sean Cheah, Senior Principal, Relationship Investments, Active Equities
Email: scheah@cppib.com

with a copy to (which shall not be considered notice):

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Kevin M. Schmidt
Email: kmschmidt@debevoise.com

(ii) if to Parent, to:

Waste Management, Inc.
1001 Fannin
Houston, Texas 77002
Attn: John Morris, Executive Vice President and Chief Operating Officer
E-mail: JMorris@wm.com

with a copy to:

General Counsel
E-mail: gclegal@wm.com

with a copy to (which shall not be considered notice):

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Fax: (212) 455-2502
Attn: Alan M. Klein
E-mail: aklein@stblaw.com

and

Simpson Thacher & Bartlett LLP
600 Travis Street, Suite 5400
Houston, Texas 77002
Fax: (713) 821-5602
Attn: Christopher R. May
E-mail: cmay@stblaw.com

(iii) if to Company, to:

Advanced Disposal Services, Inc.
90 Fort Wade Road, Suite 200
Ponte Vedra Beach, FL 32081
Attn: Richard Burke and Michael K. Slattery
E-mail: Richard.Burke@AdvancedDisposal.com
E-mail: Michael.Slattery@AdvancedDisposal.com

with a copy to (which shall not constitute notice):

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Fax: (212) 848-7179
Attn: Scott Petepiece and Daniel Litowitz
E-mail: spetepiece@shearman.com; Daniel.Litowitz@shearman.com

12.6 Jurisdiction; Waiver of Jury.

(a) Each of the parties irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, of any Delaware state or federal court within the State of Delaware) for the purpose of any claim directly or indirectly based upon, arising out of or relating to this Agreement, any of the transactions contemplated by this Agreement or the actions of Parent or the Stockholder in the negotiation, administration, performance and enforcement hereof and thereof. Each of the parties (i) consents to submit itself to the personal jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, of any Delaware state or federal court within the State of Delaware) with respect to any matter relating to or arising under this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any such proceeding in any court other than the Delaware state or federal courts within the State of Delaware, as described above. Each of Parent and the Stockholder irrevocably consents to the service of process out of any of the aforementioned courts in any such action, suit or proceeding by the mailing of copies thereof by registered mail, postage prepaid, to such party at its address specified pursuant to Section 12.5, such service of process to be effective upon acknowledgment of receipt of such registered mail.

(b) EACH OF PARENT AND THE STOCKHOLDER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF PARENT OR THE STOCKHOLDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF AND THEREOF.

12.7 Documentation and Information. The Stockholder consents to and authorizes the publication and disclosure by Parent and the Company of the Stockholder's identity and holding of the Covered Shares, and the terms of this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement), in any press release, the Second Proxy Statement and any other disclosure document required in connection with the Amended Merger Agreement, the Merger and the transactions contemplated by the Amended Merger Agreement; provided, that prior to any such publication or disclosure Parent and the Company have provided the Stockholder with an opportunity to review and comment upon such announcement or disclosure, which comments Parent and the Company will consider in good faith.

12.8 Further Assurances. The Stockholder agrees, from time to time, at the reasonable request of Parent and without further consideration, to execute and deliver such additional documents and take all such further action as may be reasonable required to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

12.9 Stop Transfer Instructions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Time, in furtherance of this Agreement, the Stockholder hereby authorizes the Company or its counsel to notify the Company's transfer agent that there is a stop transfer order with respect to all of the Covered Shares (and that this Agreement places limits on the voting and transfer of the Covered Shares), subject to the provisions hereof and provided that any such stop transfer order and notice will immediately be withdrawn and terminated by the Company following the Expiration Time.

12.10 Specific Performance. Each of Parent and the Stockholder agrees that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms on a timely basis or were otherwise breached. It is accordingly agreed that Parent and the Stockholder shall be entitled to injunctive or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court identified in Section 12.6(a) above, this being in addition to any other remedy to which they are entitled at law or in equity.

12.11 Entire Agreement. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof, and supersedes all prior negotiations and understandings, both written and oral, between the parties with respect to such subject matter. For the avoidance of doubt, nothing in this Agreement shall be deemed to amend, alter or modify, in any respect, any of the provisions of the Amended Merger Agreement.

12.12 Reliance. The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Amendment and the Amended Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

12.13 Interpretation. This Agreement and any documents or instruments delivered pursuant hereto or in connection herewith shall be construed without regard to the identity of the person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though all of the parties participated equally in the drafting of the same. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement, all references to "dollars" or "$" are to United States dollars. References to a party or to the parties to this Agreement refers to the Parent and the Stockholder, individually or collectively, as the case may be.

12.14 Assignment. Neither this Agreement nor any of the rights, interests or obligations of any party hereunder shall be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other party.

12.15 Severability. Any term or provision of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid, illegal or unenforceable the remaining terms and provisions of this Agreement or affecting the validity, legality or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction, and if any provision of this Agreement is determined to be so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable, in all cases so long as neither the economic nor legal substance of the transactions contemplated hereby is affected in any manner materially adverse to any party or its stockholders. Upon any such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

12.16 Counterparts. This Agreement may be executed by facsimile and in counterparts, all of which shall be considered an original and one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

12.17 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to choice of law principles thereof).

12.18 Termination. This Agreement shall automatically terminate without further action by any of the parties hereto and shall have no further force or effect as of the earliest to occur of (i) the Expiration Time, or (ii) the election of the Stockholder in its sole discretion to terminate this Agreement promptly following any amendment of any term or provision of the Amended Merger Agreement dated as of the date hereof that reduces or changes the form of consideration payable pursuant to and in accordance with the Amended Merger Agreement; provided that the provisions of this Article XII shall survive any such termination. Notwithstanding the foregoing, termination of this Agreement shall not prevent any party from seeking any remedies (at law or in equity) against any other party for that party's breach of any of the terms of this Agreement prior to the date of termination.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered on the date and year first above written.

WASTE MANAGEMENT, INC.

By: */s/ Charles Boettcher*
Name: Charles Boettcher
Title: Executive Vice President, Corporate Development and Chief Legal Officer

CANADA PENSION PLAN INVESTMENT BOARD

By: */s/ Deborah Orida*
Name: Deborah Orida
Title: Senior Managing Director & Global Head of Active Equities

By: */s/ Sean Cheah*
Name: Sean Cheah
Title: Senior Principal, Relationship Investments

EXHIBIT 99.1

FOR IMMEDIATE RELEASE

Waste Management and Advanced Disposal Announce Revised Terms of Acquisition and Agreement to Sell Substantially All Anticipated Regulatory Divestitures to GFL Environmental

- Waste Management's Pending Acquisition of Advanced Disposal Will Combine Dedicated and Experienced Teams with Shared Commitments to Safety, Outstanding Customer Service and Operating Excellence
- Amended Definitive Agreement to Acquire Advanced Disposal for $30.30 per share in cash, Representing a $4.6 Billion Enterprise Value
- Both Waste Management and Advanced Disposal Remain Confident in the Long-Term Strength of their Businesses
- Waste Management Continues to be Confident in the Long-Term Value from the Acquisition and Expects Annual Cost and Capital Expenditure Synergies to Exceed the $100 Million Previously Announced
- Definitive Agreement to sell to GFL Environmental Substantially All Anticipated Divestitures
- Amendment and Divestiture Agreement Provide Increased Closing Certainty
- Waste Management, Advanced Disposal, and GFL Environmental Continue to Work Cooperatively with the U.S. Department of Justice to Expeditiously Gain Regulatory Clearance

HOUSTON and PONTE VEDRA, Fla. – June 24, 2020 – Waste Management, Inc. (NYSE: WM) and Advanced Disposal Services, Inc. (NYSE: ADSW) announced today that they have amended the terms of the definitive agreement under which a subsidiary of Waste Management will acquire all outstanding shares of Advanced Disposal for $30.30 per share in cash, representing a total enterprise value of $4.6 billion when including approximately $1.8 billion of Advanced Disposal's net debt.

Waste Management and Advanced Disposal also announced today that they have entered into an agreement for GFL Environmental to acquire a combination of Advanced Disposal and Waste Management assets for $835 million, representing approximately $345 million in total revenue based on 2019 results. Approximately $300 million of the total revenue is related to assets and businesses being sold to GFL Environmental to address substantially all of the divestitures expected to be required by the U.S. Department of Justice. As with the Advanced Disposal acquisition, the sale of assets to GFL Environmental remains subject to clearance from the U.S. Department of Justice and is also conditioned on the closing of Waste Management's acquisition of Advanced Disposal.

FOR MORE INFORMATION

Waste Management

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https://www.wm.com

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713.265.1656
eegl@wm.com

Media
Andy Izquierdo
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Advanced Disposal

Website
https://www.advanceddisposal.com

Analysts & Media
Matthew Nelson or Mark Nighbor
904.737.7900
matthew.nelson@advanceddisposal.com or
mark.nighbor@advanced disposal.com

“We continue to be excited by the compelling strategic rationale and financial benefits of the Advanced Disposal acquisition,” said Jim Fish, President and Chief Executive Officer of Waste Management. “Over the last several months, as we have worked to gain regulatory approval from the U.S. Department of Justice, we have become increasingly convinced that the people and customer additions this acquisition brings to Waste Management will be of tremendous value and we are confident that Waste Management’s operational excellence will allow us to achieve expected synergies. In addition, we are pleased to have reached an agreement with GFL Environmental for substantially all of the divestitures anticipated to be required by the U.S. Department of Justice at a valuation that appropriately reflects the high-quality nature of the Advanced Disposal and Waste Management assets to be sold. Today’s announcement positions us to move forward with collective focus on satisfying the U.S. Department of Justice review process and successfully completing both transactions.”

“We believe the revised agreement with Waste Management, coupled with our joint agreement to sell substantially all of the divestitures to GFL Environmental, delivers significant value and certainty of closing to Advanced Disposal stockholders,” said Richard Burke, Chief Executive Officer of Advanced Disposal. “We continue to work hand in hand with the Waste Management team, GFL Environmental, and the U.S. Department of Justice to gain regulatory clearance and complete the transaction.”

Reiterates Compelling Strategic and Financial Benefits

Waste Management expects the Advanced Disposal acquisition to advance its growth strategy and align with its financial goals, including strong returns on invested capital and growth in earnings per share, margins, and cash flow. Specifically, Waste Management continues to expect the acquisition of Advanced Disposal to:

- **Expand Waste Management’s Talent, Footprint and Customer Base.** This acquisition brings together high-quality, complementary teams, asset networks and customers under Waste Management’s proven leadership. Waste Management has a strong commitment to people and customers and a track record of operational excellence that will continue to provide world class service to an expanded customer base.

- **Create Significant Synergies and Grow Waste Management’s Earnings and Cash Flows.** Having completed significant additional diligence, Waste Management expects annual cost and capital expenditure synergies to exceed the $100 million previously announced. Waste Management continues to expect near-term benefits to be driven by core operating performance and SG&A cost savings, with long-term margin expansion and improved free cash flow conversion from network optimization, operating and capital efficiencies and an improved cost of capital.

- **Support Waste Management’s Capital Allocation Priorities.** The Advanced Disposal acquisition will enhance Waste Management’s cash flow growth and support its commitment to deliver strong shareholder returns.

- **Continue a Commitment to Outstanding Customer Service and Sustainable Waste Solutions.** The acquisition will join two teams of dedicated employees who are passionate about helping to manage the environmental needs of customers and communities with outstanding service and a commitment to safety. Waste Management expects to continue making investments in employees, technology, and capital equipment to further grow the business, and ensure superior, reliable customer service.

Timing and Approvals

The Advanced Disposal acquisition, which was unanimously approved by the boards of directors of both companies, is expected to close by the end of the third quarter of 2020, subject to the satisfaction of customary closing conditions, including regulatory approvals and approval of the amended definitive agreement by a majority of the holders of Advanced Disposal's outstanding common shares. Canada Pension Plan Investment Board, which owns approximately 18% of Advanced Disposal's outstanding shares, has entered into an amended and restated voting agreement whereby it has agreed under the terms of the agreement to vote its shares in favor of the amended transaction. Waste Management, Advanced Disposal, and GFL Environmental continue to work cooperatively with the U.S. Department of Justice to obtain necessary regulatory clearance. Waste Management and Advanced Disposal are pleased with the progress that has been made to date and believe they are on track to receive final regulatory approval in a timeframe that is complementary to the expected completion of the Advanced Disposal shareholder vote by the end of the third quarter of 2020. The amendment to the definitive agreement also modifies certain closing conditions and termination provisions, including an extension of the deadline to complete the transaction and a $250 million termination fee payable by Waste Management to Advanced Disposal if the closing does not occur in certain circumstances when such clearance has not been obtained.

Financing

Waste Management is well positioned to fund the transaction, with its strong balance sheet, significant free cash flow generation, investment grade credit rating and favorable access to capital markets. As a result of the updated transaction timing, Waste Management expects that its outstanding senior notes issued in May 2019 with a special mandatory redemption feature will be redeemed pursuant to their terms. This press release does not constitute a notice of redemption under the indenture governing such senior notes.

Waste Management currently anticipates funding the transaction using a combination of credit facilities and commercial paper but is evaluating other longer-term financing options. Following completion of the acquisition, Waste Management expects to maintain a strong balance sheet and solid investment grade credit profile with a pro forma leverage ratio well within Waste Management's revolving credit facility financial covenant. Waste Management currently has more $3 billion of available capacity under that credit facility.

Asset Divestitures

In connection with the ongoing review of the transaction by the U.S. Department of Justice, Waste Management and Advanced Disposal entered into an agreement for GFL Environmental to acquire certain assets. This divestiture transaction is also expected to close by the end of the third quarter of 2020 and remains subject to customary closing conditions including regulatory approval and the closing of Waste Management's acquisition of Advanced Disposal. The agreement with GFL Environmental addresses substantially all of the divestitures anticipated to be required by the U.S. Department of Justice, but the U.S. Department of Justice has not yet approved the transaction and continues its review in coordination with Waste Management, Advanced Disposal, and GFL Environmental.

Advisors

Centerview Partners LLC is serving as exclusive financial advisor to Waste Management, and Simpson Thacher & Bartlett LLP and Vedder Price P.C. are serving as Waste Management's legal counsel. UBS Investment Bank is serving as exclusive financial advisor to Advanced Disposal, and Shearman & Sterling LLP and Mayer Brown LLP are serving as Advanced Disposal's legal counsel.

ABOUT WASTE MANAGEMENT

Waste Management, based in Houston, Texas, is the leading provider of comprehensive waste management environmental services in North America. Through its subsidiaries, Waste Management provides collection, transfer, disposal services, and recycling and resource recovery. It is also a leading developer, operator and owner of landfill gas-to-energy facilities in the United States. Waste Management's customers include residential, commercial, industrial, and municipal customers throughout North America. To learn more information about Waste Management, visit www.wm.com or www.thinkgreen.com.

ABOUT ADVANCED DISPOSAL

Advanced Disposal, based in Ponte Vedra, Florida, is the fourth largest solid waste company in the U.S. and provides integrated, non-hazardous solid waste collection, recycling and disposal services to residential, commercial, industrial, and construction customers across 16 states and the Bahamas. To learn more information about Advanced Disposal, visit www.AdvancedDisposal.com.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This press release contains "forward-looking statements" within the meaning of the U.S. federal securities laws about Waste Management, Advanced Disposal and the proposed acquisition and divestitures, including but not limited to all statements about the timing and approvals of the proposed acquisition and divestitures; ability of the respective parties to consummate and finance the acquisition and divestitures; method of financing the acquisition; the amount or identity of required divestitures; integration of the acquisition; future operations or benefits; future capital allocation; future business and financial performance of Waste Management and Advanced Disposal; future leverage ratio; future redemption of senior notes; and all outcomes of the proposed acquisition, including synergies, cost savings, and impact on earnings, cash flow growth, return on capital, shareholder returns, strength of the balance sheet and credit ratings, which are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Words such as "expect," "likely," "outlook," "forecast," "preliminary," "would," "could," "should," "can," "will," "project," "intend," "plan," "goal," "guidance," "target," "continue," "sustain, " "synergy," "on track," "believe," "seek," "estimate," "anticipate," "may," "possible," "assume," and variations of such words and similar expressions are intended to identify such forward-looking statements. Potential investors, stockholders, and other readers should view these statements with caution and should not place undue reliance on such statements. They are based on the facts and circumstances known to Waste Management and Advanced Disposal (as the case may be) as of the date the statements are made. These forward-looking statements are subject to risks and uncertainties that could cause actual results to be materially different from those set forth in such forward-looking statements, including but not limited to, general economic and capital markets conditions; public health risk and other impacts of COVID-19 or similar pandemic conditions, including increased costs, social and commercial disruption, service reductions and other adverse effects on business, financial condition, results of operations and cash flows; the effects that the announcement of the merger amendment or pendency of the merger may have on Waste Management, Advanced Disposal and their respective business; inability to obtain required regulatory or government approvals or to obtain such approvals on satisfactory conditions; inability to obtain stockholder approval or satisfy other closing conditions; inability to obtain financing; the occurrence of any event, change or other circumstance that could give rise to the termination of the definitive agreement; the effects that any termination of the definitive agreement may have on Advanced Disposal or its business; legal proceedings that may be instituted related to the proposed acquisition; unexpected costs, charges or expenses; failure to successfully integrate the acquisition, realize anticipated synergies or obtain the results anticipated; and other risks and uncertainties described in Waste Management's and Advanced Disposal's filings with the SEC, including Part I, Item 1A of each company's most recently filed Annual Report on Form 10-K and subsequent reports on Form 10-Q, which are incorporated herein by reference, and in other documents that Waste Management or Advanced Disposal file or furnish with the SEC. Except to the extent required by law, neither Waste Management nor Advanced Disposal assume any obligation to update any forward-looking statement, including financial estimates and forecasts, after it has been made, whether as a result of new information, future events, circumstances or developments or otherwise.

ADDITIONAL INFORMATION AND WHERE TO FIND IT

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. This communication may be deemed to be solicitation material in respect of the proposed merger between a subsidiary of Waste Management and Advanced Disposal. In connection with the proposed merger, Advanced Disposal plans to file a proxy statement with the SEC in connection with, among other things, the adoption of the amended definitive agreement. STOCKHOLDERS OF ADVANCED DISPOSAL ARE URGED TO READ THE PROXY STATEMENT (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO AND ANY DOCUMENTS INCORPORATED BY REFERENCE THEREIN) AND OTHER RELEVANT DOCUMENTS IN CONNECTION WITH THE PROPOSED TRANSACTION THAT ADVANCED DISPOSAL WILL FILE WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION AND THE PARTIES TO THE PROPOSED TRANSACTION. Stockholders and investors will be able to obtain free copies of the proxy statement and other relevant materials (when they become available) and other documents filed by Advanced Disposal at the SEC's website at www.sec.gov. Copies of the proxy statement (when they become available) and the filings that will be incorporated by reference therein may also be obtained, without charge, by contacting Advanced Disposal's Investor Relations at investorrelations@advanceddisposal.com or (904) 737-7900 or Waste Management's Investor Relations at eegl@wm.com or (713) 265-1656.

CERTAIN INFORMATION CONCERNING PARTICIPANTS

Advanced Disposal and its respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Advanced Disposal stockholders in connection with the proposed merger. Information regarding Advanced Disposal's directors and executive officers is available in its Annual Report on Form 10-K filed with the SEC on February 24, 2020. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement and other relevant materials to be filed with the SEC (when they become available). These documents can be obtained free of charge from the sources indicated in the above section entitled "Additional Information and Where to Find It."

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