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REPLY TO THE NEW ORLEANS OFFICE

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October 18, 2022

Re: Metro Service Group, Inc. (Case No. 22-11197) – Use of Waste Management Transfer Station

Dear Mark,

I understand that the City of New Orleans, through the Department of Sanitation has closed the Waste Management Transfer Station to Metro Service Group, Inc. (“Metro”). As you are aware, the Transfer Station is vital to Metro’s operations in that it allows Metro to dramatically reduce the time required to empty their loads at the Transfer Station in New Orleans East (part of Metro’s Service Area) as opposed to the River Birch Landfill in Avondale. The City’s actions in keeping the Transfer Station open to other contractors providing garbage collection in the City, but preventing Metro from using it (even though the Transfer Station is located in Metro’s service area), are clearly retaliatory actions against Metro for its Chapter 11 bankruptcy filing.

Metro has been using the City’s Transfer Station for approximately a year in connection with its performance under the Service Agreement. Although the Service Agreement does not specifically reference Metro’s use of the Transfer Station, the conduct of the parties and numerous emails that reference the Transfer Station, including one from November 2, 2021, stating that the Transfer Station would be open from 6:30 a.m. to 5:00 p.m. on Mondays through Saturdays, all indicate a clear subsequent agreement between the parties, modifying the Service Agreement so to allow Metro’s use of the Transfer Station. *Taita Chem. Co. v. Westlake Styrene Corp.*, 246 F.3d 377, 387 (5th Cir. 2001) (“it is well established that even if the written contract contains a provision requiring that all modifications be in writing ... either oral agreement or conduct can nonetheless prove modification.”).

We hereby demand that the City immediately resume allowing Metro to use the Transfer Station in connection with its performance under the Service Agreement. Failure to do so will result in a motion to hold the City in contempt for violating the stay.

We reiterate our request to the City for a sit down meeting to see if we can resolve the

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disputes between the parties. The sole date you provided was a date that was not practical due to the fact that both your counsel and our team were tied up in another hearing.

Very truly,

HELLER, DRAPER & HORN, L.L.C.

/s/ Michael Landis

Michael E. Landis

Cc via email:

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