

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS (hereinafter, "Settlement Agreement") is voluntarily made and entered into between County Sanitation District No. 2 of Los Angeles County ("Plaintiff"), on the one hand, and Apex Waste Systems, Inc. ("Defendant") on the other. Plaintiff and Defendant shall be collectively referred to herein as the "Parties," with reference to the following facts:

Whereas, Plaintiff has made certain legal claims and allegations against Defendant in connection with a services agreement entered into with Defendant (the "Claims");

Whereas, on or about February 2, 2021, Plaintiff filed a civil lawsuit in the Los Angeles County Superior Court, Case No. 21STCV04247, asserting claims against Defendant arising out of the agreement entered into by the Parties (the "Lawsuit");

Whereas, Defendant denies that there is a factual or legal basis for the Claims, the Lawsuit, and denies that it engaged in any unlawful activity whatsoever;

Whereas, the Parties desire to settle fully and finally any and all disputes between them without further litigation. Indeed, Plaintiff and Defendants desire to fully and finally compromise, settle all claims arising out of and related to Plaintiff's causes of action and claims, whether in law or equity, grievances, debts, liens, contracts, agreements, promises, demands, liabilities, obligations, suits, indebtedness, controversies, losses, damages, costs, fees, expenses or harm, rights and/or charges of any kind or nature whatsoever, fixed or contingent and whether known or unknown, suspected or unsuspected, arising out of or based on any fact, matter or event which occurred prior to the date of this Settlement Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. Consideration. In exchange for signing this Settlement Agreement, and in compliance with the promises made herein, the Parties agree as follows:
 - A. Mutual Waiver of Costs and Fees. The Parties agree to a mutual waiver of costs and fees. The Parties further agree to bear their own attorney's fees.
 - B. A Request for Dismissal with Prejudice of the Action will be filed by Plaintiff upon the signing of this Settlement Agreement.
2. Mutual Release by the Parties. In consideration of the mutual promises and covenants made by the Parties in this Settlement Agreement, the Parties, on behalf of themselves, their affiliates, parents, subsidiaries, related entities, current and former officers, directors, shareholders, attorneys, employees, agents, and insurers, do hereby fully and forever release and discharge the other party and its affiliates, parents, subsidiaries, related entities, current and former officers, directors,

shareholders, insurers, attorneys, successors, predecessors and assigns, from any and all claims, demands, actions, causes of action, rights, obligations, liabilities, debts, suits, damages, attorneys' fees, costs, expenses, and losses of every kind and nature whatsoever, whether in law or in equity, whether in contract, tort, or otherwise, including consequential and incidental damages, whether now existing, previously existing, or existing in the future, whether known or unknown, whether or not resulting from, arising out of, relating to, involving, or connected in any way to the Action, the factual background of the Action, or which in any way were asserted, were attempted to be asserted, or could have been asserted in the Action, or which relate to the assertion of any claim or defense or conduct in the Action, whether anticipated or unanticipated, suspected or claimed, fixed or contingent, accrued or unaccrued, whether or not damage has yet been suffered, except for the obligations under this Settlement Agreement.

3. Release

3.1. Plaintiff has been fully advised by its attorney of the contents of Section 1542 of the Civil Code of the State of California and its counterparts in other jurisdictions. Section 1542 provides: "A general release does not extend to claims, which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Plaintiff expressly waives and relinquishes all rights and benefits of Section 1542 and its counterparts in other jurisdictions and any similar law or common law principle of similar effect of any state or territory of the United States with respect to any claims being released by Plaintiff hereby. In connection with such waiver and relinquishment, Plaintiff acknowledges that he is aware that he or his attorneys or agents may hereafter discover claims or facts in addition to or different from those which Plaintiff now knows or believes to exist with respect to such matters, but it is Plaintiff's intention to hereby fully, finally and forever settle and release all of the claims, released matters, disputes and differences, known or unknown, suspected or unsuspected, which do exist, or may exist, or heretofore have existed against Defendant arising out of such matters. In furtherance of such intention, the Plaintiff expressly consents that this Settlement Agreement shall be given full force and effect according to each and all of its express terms and provisions, including with respect to the release of any claims that are unknown or unsuspected that Plaintiff may have against Defendant as of the effective date of this Settlement Agreement;

3.2. Plaintiff agrees that this release includes all claims and potential claims against Defendant and any affiliated companies, including their parents, subsidiaries, divisions, partners, joint ventures, sister corporations, and as intended third-party beneficiaries, their predecessors, successors, heirs and assigns, and their past, present and future owners, directors, officers,

members, agents, attorneys, representatives, trustees, administrators, fiduciaries and insurers, jointly and severally, in their individual, fiduciary and corporate capacities (collectively referred to as the "Released Parties").

4. Representations. The Parties warrant and represent that: (a) they have not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any right or claim released by them in this Settlement Agreement, including, but not limited to, those asserted by them in the Action, or relating to, or arising from, the Action; (b) they are the sole owners of the rights and claims released in this Settlement Agreement; and (c) each party has the full authority to execute this Settlement Agreement on behalf of the party on whose signature he so executes and that he is acting within the express scope of such authority.

5. Interpretation. This Settlement Agreement shall be governed by and interpreted according to the laws of the State of California. In the event of a dispute relating to this Settlement Agreement, it shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any party on the ground that such party drafted or caused to be drafted this Settlement Agreement or any part hereof.

6. Legal Fees. The Parties shall bear their own legal fees and costs relating to the Action or the preparation of this Settlement Agreement and related documents. In the event of any litigation/arbitration arising out of this Settlement Agreement, the prevailing party shall be entitled to reasonable legal fees and costs.

7. Sole Agreement. This Settlement Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the issues raised in and arising from the Action and supersedes any prior or contemporaneous written or oral agreements between them on these subjects. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Settlement Agreement other than those which are expressed in this Settlement Agreement.

8. Amendments. This Settlement Agreement may not be amended except by an agreement in writing signed by the Parties to be charged or bound by such amendment.

9. Consultation With Counsel/Voluntary Agreement. The Parties represent and agree that they have been advised by counsel concerning this Settlement Agreement to the full extent they deem appropriate and necessary, they have carefully read and fully understand all of the provisions of this Settlement Agreement, and are entering voluntarily into this Settlement Agreement without reservation.

10. Governing Law/Venue. This Settlement Agreement shall be governed by and construed under the laws of the State of California. The Parties hereby consent to and waive all objections to the personal jurisdiction of, and venue in, Los Angeles County Superior Court, for the purposes of all cases and controversies involving this Settlement Agreement and its enforcement.

11. Necessary Documents and Instruments. The Parties hereto agree to execute any and all other documents and instruments in writing which may be reasonably necessary or proper to effectuate and carry out the purposes of this Settlement Agreement.

12. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each and all of which, when taken together, shall be deemed for all purposes to be one Settlement Agreement.

13. No Admission. The parties expressly agree and acknowledge that this Settlement Agreement shall not constitute nor be construed as an admission of liability, fault or wrongdoing.

BY SIGNING THIS SETTLEMENT AGREEMENT, THE UNDERSIGNED CERTIFY THAT THEY HAVE READ IT, THAT THEY HAVE CONSULTED WITH THEIR LEGAL COUNSEL ABOUT ITS EFFECT, AND THAT THEY FULLY UNDERSTAND IT.

Executed on May __, 2022

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By: _____

Attest:

Secretary

APPROVED AS TO FORM:
Lewis, Brisbois, Bisgaard & Smith, LLP

By: _____
District Counsel

Executed on May 23, 2022

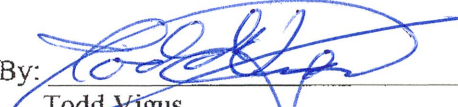
APEX WASTE SYSTEMS, INC.

By:  _____

APPROVED AS TO FORM AND CONTENT:

Executed on May 26, 2022

VIGUS LAW

By:  _____
Todd Vigus
Attorney for Plaintiff
County Sanitation District No. 2 of
Los Angeles County

Executed on May 23, 2022

FELAHY TRIAL LAWYERS

By: *Farbod Nourian* _____
Allen B. Felahy
Farbod Nourian
Attorneys for Defendant
Apex Waste Systems Inc.