# ASSIGNMENT, ACCEPTANCE AND APPROVAL OF AGREEMENT

Whereas, Red River Waste Solutions, LP, a Texas limited partnership, (Assigning Contractor) and the City of Council Bluffs, Iowa (City) are parties to that certain Solid Waste Collection Contract dated as of February 11, 2008, as amended (Agreement) pursuant to which Assigning Contractor performs certain services related to the collection of solid waste for City. The Agreement is attached hereto and by this reference made a part of this agreement; and

Whereas, LCRD Hauling of INM, LLC, a Delaware limited liability company, (Accepting Contractor) and Assigning Contractor are parties to that certain Asset Purchase Agreement dated February 28, 2019 (Purchase Agreement), pursuant to which, at closing, Assigning Contractor will transfer and assign all of its assets related to its solid waste and recycling hauling business in western Iowa and eastern Nebraska, including the Agreement, to Accepting Contractor ; and

Whereas, the City approves of the assignment of the Agreement to Accepting Contractor.

Now therefore it is hereby agreed to as follows:

1. That effective at 12:01 a.m. on the Closing Date (as defined in the Purchase Agreement) (Effective Time), Assigning Contractor will assign all of the benefits, duties and obligations set out in the Agreement to Accepting Contractor, except that Assigning Contractor shall retain all liabilities under the Agreement accruing prior to the Effective Time.
2. That effective at the Effective Time, the Accepting Contractor will assume all of the benefits, duties and obligations of Assigning Contractor, set out in the Agreement.
3. The City approves of this assignment and, effective at the Effective Time, shall be bound to Accepting Contractor the same duties, obligations and benefits set out in the Agreement, that it was bound to the Assigning Contractor after the Effective Time, and Assigning Contractor shall retain all liabilities under the Agreement accruing prior to the Effective Time. .
4. The City approves of this Assignment and, effective at the Effective Time, shall be bound to Accepting Contractor the same duties, obligations and benefits set out in the Agreement, that it was bound to the Assigning Contractor.
5. Accepting Contractor shall increase the amount of the Performance, Payment and Guarantee Bond required under Section 9 of the Agreement from One Million Dollars ($1,000,000) to One Million Eight Hundred Thousand Dollars ($1,800,000).
6. Assigning Contractor hereby acknowledges and agrees that, in the event Accepting Contractor defaults on its obligations under the Agreement (after the expiration of all applicable notice and cure period), Assigning Contractor shall be obligated to perform the obligations arising under the Agreement from and after the date of default.
7. Solely as between Assigning Contractor and Accepting Contractor, nothing in this Assignment, Acceptance and Approval of Agreement is intended to supersede, modify, limit, expand or amend any of the rights or obligations of Assigning Contractor and Accepting Contractor under the Purchase Agreement and in the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, Acceptance and Approval of Agreement, the terms of the Purchase Agreement shall prevail.

8. This Assignment, Acceptance and Approval of Agreement may be executed in any number of counterparts each of which when executed shall constitute an original, but all of which taken together shall constitute one and the same instrument. A signed copy of this Assignment, Acceptance and Approval of Agreement delivered by facsimile, e-mail of scanned copies or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment, Acceptance and Approval of Agreement.

In witness of this agreement and as authorized representative of our respective parties, we have affixed our signatures below.

ASSIGNING CONTRACTOR

Red River Waste Solutions, LP

By: Red River Waste Solutions GP, LLC,
its General Partner

By: _____
James A. Smith, CEO

ACCEPTING CONTRACTOR

LCRD Hauling of INM, LLC,

By: _____
Jeff Kendall, CEO

_____
City of Council Bluffs, Iowa