ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment Agreement") is made and entered into as of [__], 2021, by and between Monument Waste Services, LLC, a Colorado limited liability company ("Assignor") and Solid Waste Special Service District #1, a Utah special service district ("Assignee"). All capitalized terms used but not otherwise defined herein shall, unless the context otherwise requires, have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of March 23, 2021 (as supplemented, amended, restated or otherwise modified from time to time, the “Asset Purchase Agreement”), by and among Assignee and Assignor, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, free and clear of any Liens, all of Assignor’s right, title and interest in and to all of the Acquired Assets;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee shall assume and pay, perform and discharge when due the Assumed Liabilities of Assignor; and

WHEREAS, the Closing shall have occurred concurrently with the execution and delivery of this Assignment Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to the terms and conditions of the Asset Purchase Agreement, in consideration of the mutual promises set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor’s right, title and interest in and to all of the Acquired Assets, and Assignee hereby agrees to purchase, acquire and accept from Assignor, free and clear of any Liens, all of Assignor’s right, title and interest in and to all of the Acquired Assets. For the avoidance of doubt, Assignor does not sell, assign, transfer, convey or deliver, and Assignee does not purchase, acquire or accept, any Excluded Assets.

2. Assignee hereby assumes from Assignor, and agrees to pay, perform and discharge when due, the Assumed Liabilities, which consist solely of obligations under the Assumed Agreements set forth on Appendix A hereto, after Closing.

3. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Assignment Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

4. Neither this Assignment Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part, by operation of law or otherwise, by any of the parties without the prior written consent of the other party. Any purported assignment not permitted under this Section 4 shall be null and void.
5. Subject to Section 4, this Assignment Agreement shall bind and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

6. This Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

7. If any term or provision of this Assignment Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Such determination that any term or other provision is invalid, illegal or unenforceable, Assignor and Assignee shall negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of Assignor and Assignee as closely as possible in a mutually acceptable manner in order that the transactions contemplated under the Asset Purchase Agreement be consummated as originally contemplated to the greatest extent possible to the end that the transfer of the Acquired Assets, and Assignee’s agreement to purchase, acquire and accept the right, title and interest in, to and under the Acquired Assets, is fulfilled to the extent possible.

8. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, e-mail 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 Agreement.

[signature page follow]
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

MONUMENT WASTE SERVICES, LLC
a Colorado limited liability company

By:  
Name: Dan Kirkpatrick
Title: President
BUYER:

SOLID WASTE SPECIAL SERVICE
DISTRICT #1, a Utah special service district

By: ________________________________
Name:  Kalen Jones
Title:  District Chairperson

By: ________________________________
Name:  Evan Tyrrell
Title:  District Manager

ATTESTED BY:

By: ________________________________
Name:  Jessica Thacker
Title:  District Clerk
APPENDIX A

Assumed Agreements

1. All obligations, including all service agreements, relating to the trash and recycling services customers located in the Restricted Area
2. Moab Solid Waste Collection Franchise Agreement
3. To the extent awarded to Seller, the BLM Solid Waste Collection Agreement
4. NPS Solid Waste Collection Agreement
5. Utah Waste Collection Agreement
6. Sharp MX-4070V copier lease with Revco Leasing Company LLC dated January 18, 2019