

FULL & FINAL RELEASE AND ASSIGNMENT OF CLAIMS

This Full and Final Release and Assignment of Claims is executed by **County of San Bernardino** (hereinafter called "Claimant").

1. Claimant, for and in consideration of the cash payment by **SureTec Insurance Company and/or SureTec Indemnity Company** (hereinafter and collectively called "SureTec"), of the sum of **\$40,000** the receipt and sufficiency of which are hereby acknowledged, does hereby fully, finally, and completely release, discharge and exonerate SureTec of and from any and all claims, liabilities, demands, liens, rights to claim liens, rights of removal, equities and/or causes of action of any kind whatsoever which Claimant has, had or may ever be entitled to assert, whether known or unknown, liquidated, contingent, or otherwise, arising in tort, contract, or at law, on account of or in any manner relating to **Apex Waste Systems, Inc.** (hereinafter called "Principal"), and Claimant's claims and rights against SureTec in connection with that certain license **Bond No. 4397775** (hereinafter, the "Bond") on which SureTec is surety, and Principal is principal.

2. Claimant hereby assigns, transfers, and conveys to SureTec, without recourse, all claims, liabilities, demands, liens, rights to claim liens, rights, claims in bankruptcy, rights to trust funds, equities and/or causes of action of any kind whatsoever which Claimant has, had or may be entitled to assert against Principal, whether known or unknown, liquidated, contingent, arising in tort, contract, or at law, or otherwise, including all security, guaranties, or collateral held by Claimant in connection therewith. This assignment is limited to the amount of the payment from the bond.

3. Claimant warrants and represents to SureTec that it has not previously assigned or conveyed any of the rights released, assigned, or conveyed herein, that it is entitled to the payment of the aforesaid sum, and that Principal is indebted to Claimant for an amount not less than the sum paid by SureTec in connection with this Release.

4. This agreement is binding on Claimant, its successors, assigns, sureties, insurers, and legal representatives, and shall inure to the benefit of SureTec.

5. This release and assignment neither extends to the Principal nor prevents the Claimant from pursuing the Principal for additional amounts allegedly due them, which were not recoverable under the bond.

Date: _____

Signature: _____

Print: _____