

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 WHEREAS, Non-Exclusive Franchise Agreement No. 32125 and the refuse-
2 hauling permit dated October 1, 2021 will be acquired by Assignee on or about April 1,
3 2022; and

4 WHEREAS, Assignor desires to assign to Assignee, and Assignee desires
5 to assume from Assignor, the Non-Exclusive Franchise Agreement No. 32125 and the
6 refuse hauling permit dated October 1, 2021 between Assignor and the City, with all the
7 rights and responsibilities enumerated therein, permitting Assignee to operate its refuse
8 hauling business in the City of Long Beach; and

9 WHEREAS, City desires to consent to this Assignment and Assumption;

10 NOW, THEREFORE, in consideration of the mutual promises, covenants,
11 guaranties and conditions contained in this Agreement, the parties agree as follows:

12 1. Assignor hereby grants, conveys and transfers to Assignee its rights
13 and obligations under the Non-Exclusive Franchise Agreement No. 32125 and the refuse
14 hauling permit dated October 1, 2021 with the City of Long Beach; and

15 2. Assignee hereby assumes the rights and obligations set forth in the
16 Non-Exclusive Franchise Agreement No. 32125 and the refuse hauling permit dated
17 October 1, 2021; and

18 3. City consents to the assignment of the Non-Exclusive Franchise
19 Agreement No. 32125 and the refuse hauling permit dated October 1, 2021 and all
20 amendments thereto, and confirms its terms; and

21 4. This Agreement shall become effective upon (i) execution by the City
22 of this Assignment and (ii) the Closing of the Transaction. "Closing of the Transaction"
23 shall mean the date upon which all of the following are satisfied: (i) Assignor and Assignee
24 have executed this Agreement; and (ii) Assignee has provided written notice that the
25 Transaction has been consummated between Assignor and Assignee.

26 IN WITNESS WHEREOF, the parties have caused this document to be
27 executed with all formalities required by law as of the last date indicated below:

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ARAKELIAN ENTERPRISES, INC. DBA
ATHENS SERVICES, a California corporation

_____, 2022

By [Signature]
Name GARY M. CLIFFORD II
Title EXECUTIVE VICE PRESIDENT

_____, 2022

By [Signature]
Name Michael W Pomroy
Title VP, General Counsel

"Assignee"

CALMET SERVICES, INC., a California corporation

_____, 2022

By [Signature]
Name William Kalpakos
Title Gen MGR

_____, 2022

By [Signature]
Name ANTHONY F. SERGE
Title CFO

"Assignor"

Consented to by:

CITY OF LONG BEACH, a municipal corporation

April 15, 2022

By [Signature]
Manager, Environmental Services

"City"

This Assignment, Assumption and Consent Agreement is approved as to
form on May 10, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy