SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this ____ day of _____, 2012, by and between the George Fish, Clifford Fish and Fish Garbage Service, Inc., a South Dakota Corporation, ("FGS"); wherein George Fish, Clifford Fish and Fish Garbage may be collectively referred to as ("Fish") and the City of Rapid City, Municipal Corporation, ("City").

RECITALS

1. Whereas, the City has initiated an action in Pennington County, Seventh Judicial Circuit, captioned as City of Rapid City, a Municipal Corporation, Plaintiff vs. George Fish, Clifford Fish, Randall Meidinger and Fish Garbage Service, Inc., a South Dakota Corporation, Defendants et. al., Civil 09-2171, hereinafter "Litigation";

2. Whereas, FGS has executed a Confession and Judgment in favor of the City simultaneously with this Agreement; and

3. Whereas, this Agreement sets forth the terms and conditions wherein the City will dismiss the Litigation against Fish.

AGREEMENT

For and in consideration of the execution of this Agreement and the Confession and Judgment, a copy of which is attached as Exhibit A, the City agrees to settle and dismiss the Litigation against Fish on the merits with prejudice. As additional consideration, Fish waives any claim or right of action they have against the City and any of the City's employees or agents including, but not limited to Sam Kooiker, Peter Ragnone, Jerry Wright, and John Leahy, and any other employee or agent of the City and their respective insurers as more fully set forth in

Exhibit B (Fish and Meidinger Counterclaim and Third Party Claims and Cross claims) to Fish and Meidinger's Motion to Leave to Amend to Assert Counterclaims, Third Party Claims and Cross Claims ("Motion"). In addition Fish waive, release and discharge any other claims or causes of action known or unknown, in law of equity that they may have against the City and any of its employees, agents, officials in their official capacity, personal or otherwise as well as their respective insurers.

Fish acknowledges that Sam Kooiker, then Council Member to the City of Rapid City Common Council and now Mayor of the City of Rapid City, initiated an investigation which ultimately led to this Litigation. Statements made by Mayor Kooiker accurately represented a course of action which had been undertaken by FGS to realize financial gain for FGS to the detriment of the City.

It is specifically recognized and acknowledged by FGS that the Confession and Judgment is based on a series of fraudulent acts by FGS, including but not limited to those identified herein, each of which, jointly and individually, are acknowledged to be conduct that is non-dischargeable under 11 U.S.C. § 523(a)(2)(A).

In partial satisfaction of the monies due the City from Fish, George Fish and Clifford Fish shall make a cash payment upon the execution of this Agreement of a total amount of Fifty Five Thousand Dollars ($55,000.00) which shall be paid to the Nooney Solay & Van Norman Trust Account in immediately available funds. In further satisfaction of the monies due the City from Fish, Fish shall assign all of their right, title and interest in that certain Asset Purchase Agreement between Fish Garbage Service, Inc. ("Seller"), and Clifford J. Fish and George E. Fish, (collectively, the "Seller's Shareholders"), US Waste Solutions, L.L.C., c/o Red River

Service Corporation (RRSC) ("Buyer"), and Red River Service Corporation, an Oklahoma corporation, ("Guarantor"), effective January 1, 2010, hereinafter, "Asset Purchase Agreement". Fish assigns to the City all remaining payments due Fish under the Asset Purchase Agreement and shall execute an Assignment of Promissory Note in favor of the City, generally consistent with Exhibit C, attached herein and incorporated by this reference. Fish represent to the City that they have not assigned, pledged or taken any advance against any periodic payments due under the Asset Purchase Agreement. As of the date of this Agreement, Fish is due eight more payments of $40,000 each, with the next payment being due on December 20, 2012.

Fish assigns all of its right, title and interest in the Asset Purchase Agreement to the City and in the event that US Waste Solutions, L.L.C. ("US Waste"), or the Guarantor, Red River Service Corporation ("RRSC") defaults on any of its obligations as more fully set forth in the Asset Purchase Agreement, the City shall succeed to all of Fish's right of action to pursue any and all remedies against US Waste and RRSC. Additionally, Fish shall simultaneously release RRSC from the guarantee of the Asset Purchase Agreement and obtain a guarantee from RRSC in favor of the City, which shall be provided prior to the City's execution of this Agreement.

FGS, Clifford Fish and George Fish shall execute verified financial statements, in a form approved by the City identifying their assets as of the date of this Agreement, and also shall provide an accounting of the sale proceeds paid Fish per the Asset Purchase Agreement. The verified financial statements and accounting referenced herein shall be provided to the City, through its counsel of record, John Nooney, simultaneously with the execution of this Agreement. In addition to the verified financial statements, Clifford Fish and George Fish shall provide the most recent statements as it concerns those accounts identified in the verified financial statements. As it concerns the accounting of sales proceeds and financial statements

more fully identified in the correspondence from Terry Hofer of August 9, 2012, Fish shall instruct their counsel to provide detail as it concerns the disbursement of sales proceeds as more fully identified in that letter of August 9, including copies of checks or wire transfers to the criminal attorneys as well as all checks and payments to Bangs McCullen. In their respective verified statements Fish shall affirm that at no time since the initiation of this litigation in December of 2009 have any of them undertaken a course of action so as to defraud the City of Rapid City in that they have not transferred assets to their spouses or any third parties at less than value so as to avoid any obligation which may become due to the City of Rapid City. In the event that at any time within ten (10) years from the date of this Agreement, it is determined that the verified financial statements provided by George Fish, Clifford Fish or FGS are inaccurate by more than Five Thousand Dollars ($5,000.00); that they undertook a course of action so as to transfer assets without adequate consideration or otherwise undertook a course of action so as to defraud the City, collectively "Fraudulent Acts", the City shall be entitled to initiate an action against the individual(s) responsible for said Fraudulent Acts and said individual(s) shall be liable to the City for such amounts arising out of said Fraudulent Acts if it is determined by a court of competent jurisdiction that George Fish, Clifford Fish or FGS committed such Fraudulent Acts.

Fish assigns all right, title and interest in any claims that Fish, or any of them may have against any insurer of them, or any of them as it concerns allegations more fully set forth in the litigation. Fish shall execute any and all documents necessary to allow the City to pursue any claim against such an insurer.

The undersigned, Clifford J. Fish, George E. Fish and Fish Garbage Service, Inc. each acknowledge they have had an opportunity to carefully read this Settlement Agreement, and have

had the opportunity to consult their counsel, Terry Hofer, and each of them have acted upon their own free will.

Nothing within this Agreement is intended to discharge or release anyone from liability other than Fish.

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Dated this 27 day of Aug, 2012.

Clifford J. Fish

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

On the 27th day of August, 2012, before me, the undersigned officer, personally appeared Clifford J. Fish, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

CYNDI L. RONFELDT NOTARY SEAL PUBLIC State of South Dakota

Notary Public
My commission expires 10/26/15

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Dated this 27 day of Aug, 2012.

George E. Fish

George E. Fish

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

On the 27th day of August, 2012, before me, the undersigned officer, personally appeared George E. Fish, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

CYNDI L. RONFELDT NOTARY SEAL PUBLIC State of South Dakota

Cyndi L. Ronfeldt

Notary Public
My commission expires 10/26/15

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Dated this 27 day of Aug, 2012.

Fish Garbage Service, Inc.

By: _____
Its: President

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this the 27th day of August, 2012, before me, the undersigned officer, personally appeared Clifford Fish, who acknowledged himself to be a President of Fish Garbage Service, Inc., and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

Notary Public, South Dakota
My Commission Expires: 10/26/15

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Dated this ____ day of _____, 2012.

City of Rapid City

By _____
Its __Mayor_____

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this the _____ day of _____, 2012, before me, the undersigned officer, personally appeared Sam Kooiker, who acknowledged himself to be Mayor of the City of Rapid City, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____
Notary Public, South Dakota
(SEAL) My Commission Expires: _____

ATTEST:

PAULINE SUMPTION

BY _____
CITY FINANCE OFFICER