

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (“Agreement”) is effective the date on which this Agreement has been fully executed by all parties, by and between Green Group Holdings, LLC, a Georgia limited liability company (“GGH”) and Howling Coyote, LLC, a Georgia limited liability company (“HC”) (collectively “Plaintiffs”) on one hand, and Mary B. Schaeffer, Ellis B. Long, Benjamin Eaton and Esther Calhoun (collectively the “Defendants”), on the other hand (collectively, “the Parties”).

WHEREAS, on November 19, 2015, Defendants were placed on notice that Plaintiffs deemed certain posts made to the Facebook page of Black Belt Citizens Fighting for Health and Justice (“Black Belt”), an unincorporated association, composed of Defendants, both of whom served as officers, and others, to be libelous in that they were false, defamatory, misleading and damaging to Plaintiffs; and

WHEREAS, on March 10, 2016, Defendants were again placed on notice that Plaintiffs deemed certain additional posts made between November 19, 2015 and March 10, 2016 to the Facebook page of Black Belt Citizens Fighting for Health and Justice (“Black Belt”), an unincorporated association, composed of Defendants, both of whom served as officers, and others, to be libelous in that they were false, defamatory, misleading and damaging to Plaintiffs; and

WHEREAS, in each of said letters demand was made that the libelous posts be taken down and a retraction published; and

WHEREAS, the Parties now desire to resolve fully and finally any and all disputes between Plaintiffs and Defendants, known and unknown, accrued and unaccrued, existing up to and including the date on which this Agreement is fully executed by the Parties;

The Parties hereby knowingly, willingly, voluntarily, freely, with the advice of counsel and without any coercion enter into and agree to the following Agreement:

1. In consideration of the provisions and requirements of this Agreement and the further sum of One Hundred and no/100 DOLLARS (\$100.00) in hand paid, the sufficiency of which is hereby acknowledged, Plaintiffs do hereby irrevocably and unconditionally release Defendants from any and all causes of action, demands or claims, known or unknown, accrued or unaccrued, arising out of or relating in any manner whatsoever to their false, misleading, inflammatory and libelous statements made or recklessly allowed to be published by Defendants concerning Plaintiffs and/or Arrowhead Landfill which Plaintiffs have presently or may have in the future arising out of any facts or events which took place on or prior to the date this Agreement is fully executed by the Parties, including, but not limited to, any and all claims, known or unknown, accrued or unaccrued, arising out of or relating to any alleged injuries sustained by Plaintiffs as a result of the false, misleading, inflammatory and libelous statements made or recklessly allowed to be published by Defendants concerning Plaintiffs and/or Arrowhead Landfill, which could have been asserted by Plaintiffs against the Defendants. This is

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a complete, final, full, absolute and unconditional release of any and all claims Plaintiffs have or may have against Defendants arising out of or relating in any manner whatsoever to the false, misleading, inflammatory and libelous statements made or recklessly allowed to be published by Defendants concerning Plaintiffs and/or Arrowhead Landfill, up to and including the date this Agreement is fully executed by the Parties.

2. In consideration of the provisions and requirements of this Agreement and the further sum of One Hundred and no/100 DOLLARS (\$100.00) in hand paid, the sufficiency of which is hereby acknowledged, Defendants do hereby irrevocably and unconditionally release Plaintiffs (and all of Plaintiffs' past and present officers, directors, employees, attorneys, and agents; successors, assigns, shareholders, members, owners and insurers; and all parent, subsidiary and affiliate corporations, and regulators, including but not limited to USEPA, ADEM, TDEC and the U. S. Army Corps of Engineers) from any and all causes of action, demands or claims, known or unknown, accrued or unaccrued, arising out of or relating in any manner whatsoever to Arrowhead Landfill or its permitting, design, construction and operation which Plaintiffs have presently or may have in the future arising out of any facts or events which took place on or prior to the date this Agreement is fully executed by the Parties, including, but not limited to, any and all claims, known or unknown, accrued or unaccrued, arising out of or relating to any alleged injuries sustained by Defendants as a result of Arrowhead Landfill or its permitting, design, construction and operation, which could be asserted by Defendants against the Plaintiffs. This is a complete, final, full, absolute and unconditional release of any and all claims Defendants have or may have against Plaintiffs arising out of or relating in any manner whatsoever to Arrowhead Landfill or its permitting, design, construction and operation, up to and including the date this Agreement is fully executed by the Parties.

3. As a principal part of the consideration flowing from Defendants to Plaintiffs under this Agreement, Defendants agree that:

- a) Defendants will publish on the Facebook page of Black Belt the "Press Release and Retraction", attached hereto as Exhibit A and made a part hereof by this reference. The publication will be made in such a way that it will present as pinned to the top of the Black Belt Facebook page for a period of not less than two (2) years. Defendants shall provide Plaintiffs with ten (10) copies of the Press Release and Retraction each bearing the original signature of each of the defendants and Plaintiffs shall be free to use these documents and copies of them in any way they deem fit and proper.
- b) Defendants will, contemporaneous to the execution of this Agreement, provide Plaintiffs with a complete list of all persons (and their contact information) having, whether now or at any time in the past, authority to post as an administrator on Black Belt's Facebook page.

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- c) Defendants will, within seven (7) days of the execution of this Agreement, provide Plaintiffs with documented proof that they are now the sole persons with authority to post as an administrator on Black Belt's Facebook page.
- d) Defendants will not grant authority to any third party outside the officers of Black Belt living in Perry County, Alabama, to post as an administrator on Black Belt's Facebook page.
- e) Defendants will cause to be withdrawn or removed any blocking mechanism or other designation prohibiting Plaintiffs or its subsidiary and affiliate companies or their respective agents, attorneys, contractors or employees, or Arrowhead Landfill, from posting on any social media site with which they are affiliated in any way, including, but not by way of limitation, the Black Belt Facebook page
- f) Defendants will, within thirty (30) days grant free access to forensic experts employed by Plaintiffs to their computers, tablets and hand held devices, including the provision of all necessary passcodes or other protective information to the extent necessary to retrieve all email, text messages, or other forms of electronic communications and any data of any sort on social media in any manner related to persons identified above as having administrative access to Black Belt's Facebook account, Plaintiffs, Arrowhead Landfill, coal ash, coal fired generation of electricity, any project owned or operated by Plaintiffs, any permit application in any state of the United States, persons opposing such permit applications, environmental concerns of any kind and any anticipated, pending or past local, state or federal, legal or administrative actions related to Arrowhead Landfill or arising in any way from any environmental concern alleged to have been caused, or contributed to, by Arrowhead Landfill. Such access will be allowed until the Plaintiffs experts have been satisfied that all such information has been retrieved.
- g) Defendants will provide free access to Plaintiffs of all of the financial books and records of Black Belt.
- h) Defendants submit to an examination by Plaintiffs, to be taken under oath before a court reporter, on the topics identified in items (b), (e) and (f) above, and in addition thereto, the following topics to the extent not already identified:
 - i. The false, misleading, inflammatory and libelous statements referenced above.
 - ii. Interaction and communication with various environmental groups.
 - iii. Interaction and communication with various groups opposing landfill permits sought by Green Group Holdings, LLC ("GGH") and/or its subsidiary or affiliated companies whether in Alabama or any other state.
 - iv. Interaction and communication with various persons or companies involved in any respect in the coal ash disposal business.

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- v. Interaction and communication with various persons or companies involved in any respect in the waste disposal business.
 - vi. Interaction and communication with various persons or companies involved in any respect in the generation of electric power.
 - vii. Interaction and communication with various persons or companies related to, or arising in any way from, the appearance of Esther Calhoun before the U.S. Commission on Civil Rights.
- i) Defendants will withdraw as a party from the Title VI claim filed against ADEM in connection with the renewal and modification of Permit 53-03 relating to Arrowhead Landfill, now pending before EPA's Office of Civil Rights.
- j) Defendants will comply with all reasonable requests by Plaintiffs, and make all reasonable efforts, to assist in promoting the best interests of Plaintiffs and the success of Arrowhead Landfill provided that Plaintiffs reimburse Defendants their out of pocket expenses incurred.
- k) Defendants stipulate to the truth of the following facts:
- i. They have no evidence of any environmental harm done to the Uniontown and/or Perry County communities as a result of waste disposal operations at Arrowhead Landfill including the disposal of coal ash there.
 - ii. Neither they nor their counsel have knowledge of any person or entity who has claims against Plaintiffs (and all of Plaintiffs' past and present officers, directors, employees, attorneys, and agents; successors, assigns, shareholders, members, owners and insurers; and all parent, subsidiary and affiliate corporations) that could be brought under any state or federal law or act, or otherwise, arising in any way or manner from any act, occurrence or failure to act that occurred on or prior to the date this Agreement is fully executed.
 - iii. They will no longer act as a spokesman or officer of any group, nor act in concert with any group, opposed to Plaintiffs or their respective subsidiary and affiliate companies, or their successors and assigns, or Arrowhead Landfill.
 - iv. They will not oppose, or act in concert with any person or entity seeking to oppose, any future renewals or amendments to any environmental permits deemed necessary or convenient to the operation of Arrowhead Landfill by Plaintiffs or their respective subsidiary and affiliate companies, or their successors and assigns.
 - v. They will take no action adverse to the interests of Plaintiffs or their respective subsidiary and affiliate companies, or act in concert with any person or entity seeking to act adversely to Plaintiffs or their respective subsidiary and affiliate companies, or their successors and assigns.

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- vi. Neither they nor their counsel have knowledge of any person or entity who has claims similar to those state law claims released under this Agreement or that could be brought under state or federal law or act, or otherwise, arising in any way or manner from any act, occurrence or failure to act that occurred on or prior to the date this Agreement is fully executed by the Parties.

4. The Parties hereby agree the terms of this Agreement, excepting only the Press Release and Retraction and the provisions of Paragraphs 3 a) and k), are confidential and shall not be disclosed to any person or entity, except: the Parties may make full disclosure to a Court (under seal), their attorneys and attorney's staff, experts or consultants, or pursuant to a valid subpoena or other legal process. The Parties further agree that they will not make negative, critical, or disparaging remarks to third parties about the other except to the extent of publication of the Press Release and Retraction and the provisions of Paragraphs 3 a) and k), as provided for above. If any Party or Parties disclose the confidential portions of this Agreement or make negative, critical, or disparaging remarks to third parties in violation of this Paragraph, then, upon proof by a preponderance of the evidence that a Party or Parties have breached this confidentiality and non-disparagement provision, the breaching Party or Parties shall be liable for all damages sustained by the non-breaching Party or Parties as a result of the breach which the parties stipulate would be difficult to quantify in an exact manner and therefore the Parties hereby agree are not less than Seventy Five Thousand One and no/100 DOLLARS (\$75,001.00) or the then current minimum jurisdictional amount for diversity jurisdiction in the Federal Courts.

5. Should any Party to this Agreement bring suit seeking to enforce any provision of this Agreement or alleging a breach thereof (including the confidentiality provision), the prevailing Party or Parties shall be entitled to any and all court and litigation costs, including reasonable attorney's fees, incurred in enforcing this Agreement, bringing a lawsuit for breach of this Agreement or defending a lawsuit arising out of this Agreement.

6. The Parties hereby agree that this Agreement shall be construed as a product of negotiations at arms length between equally sophisticated persons advised by counsel and shall not be construed against any party.

7. This Agreement supersedes any and all other prior agreements, either in writing or oral, between the Parties with respect to the subject matter of this Agreement and any amendment or termination of this Agreement must be in writing and signed by all Parties to this Agreement.

8. If any part of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

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9. This Agreement shall be interpreted, construed and enforced pursuant to the laws of the State of Alabama, without regard to Alabama's conflict of laws principle.

10. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned has caused this General Release and Settlement Agreement to be executed in its name effective as of the date first written above.

Green Group Holdings, LLC

By: _____
Ernest Kaufmann, President

Howling Coyote, LLC

By: _____
Ernest Kaufmann, President

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IN WITNESS WHEREOF, the undersigned has caused this General Release and Settlement Agreement to be executed as of the date first written above.

Mary L. Schaefer

STATE OF ALABAMA §
 § ss.
COUNTY OF _____ §

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that Mary B. Schaeffer, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

GIVEN under my hand this _____ day of March, 2016.

Notary Public
My Commission Expires: _____

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IN WITNESS WHEREOF, the undersigned has caused this General Release and Settlement Agreement to be executed as of the date first written above.

Ellis B. Long

STATE OF ALABAMA §
 § ss.
COUNTY OF _____ §

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that Ellis Long, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

GIVEN under my hand this _____ day of March, 2016.

Notary Public
My Commission Expires: _____

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IN WITNESS WHEREOF, the undersigned has caused this General Release and Settlement Agreement to be executed as of the date first written above.

Benjamin Eaton

STATE OF ALABAMA §
 § ss.
COUNTY OF _____ §

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that Benjamin Eaton, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

GIVEN under my hand this _____ day of March, 2016.

Notary Public
My Commission Expires: _____

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IN WITNESS WHEREOF, the undersigned has caused this General Release and Settlement Agreement to be executed as of the date first written above.

Esther Calhoun

STATE OF ALABAMA §
 § ss.
COUNTY OF _____ §

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that Esther Calhoun, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

GIVEN under my hand this _____ day of March, 2016.

Notary Public
My Commission Expires: _____