OPERATING AND DISPOSAL AGREEMENT

This Lease Agreement, hereinafter "Agreement", is made effective as of the _____ day of October 2026, by and between the Clinton Public Works Authority, hereinafter "Authority", an Oklahoma Public Trust, and Veteran Waste Solutions, Inc, hereinafter "VWS", an Oklahoma Corporation.

WITNESSETH:

WHEREAS, Authority solicited proposals for the operation and management of the City of Clinton Solid Waste Transfer Station, " Transfer Station", and,

WHEREAS, VWS in response to said solicitation proposed to and operate the Transfer Station and deliver all Acceptable Waste delivered to the station by the Authority to a permitted solid waste landfill,

WHEREAS, Authority has agreed under a separate Lease Agreement to lease property, facility structures, and fixed infrastructure located at 220 East Commerce Street in order to operate the Transfer Station,

WHEREAS, Authority and VWS desire to enter into an Operating and Disposal Agreement to operate the Transfer Station and dispose all of the Authority's Acceptable Waste,

NOW, THEREFORE, for in consideration of the provisions and the respective covenants and agreements set forth in this Agreement, and other good and valuable considerations, Authority and VWS agree as follows:

1. Scope of Work. VWS, at its sole cost and expense, shall provide all labor and equipment necessary to operate the Transfer Station to include the transport and payment of any and all disposal costs.
2. Specific Operational Obligations. VWS will act strictly as an independent operator. Because the City of Clinton and or Authority will own the permit, VWS will be held to the highest standard of compliance with all federal, state and local environmental laws, ordinances and operating rules.
3. Facility Operations:
    a. Daily Management. VWS will accept, process and transfer all Acceptable Waste received at the Transfer Station. Acceptable Waste is defined as any non-hazardous waste that can be accepted at a permitted MSW landfill that is not considered Special or Hazardous Waste.

b. Hours of Operation. VWS will operate the Transfer Station from 7:00 am to 5:00 pm Monday through Friday with the exception of observed holidays. VWS will observe the following holidays:
    i. New Year's Day
    ii. Memorial Day
    iii. Independence Day
    iv. Labor Day
    v. Thanksgiving
    vi. Christmas

4. Term. The Agreement shall be for a term of seven years commencing on the effective date. The Agreement will be extended for additional five (5) year terms unless either party gives written notice not to extend the Agreement at least one hundred and eighty (180) days prior to the end of the initial term of the end of any extension term thereafter.

5. Regulatory Compliance and Record Keeping. VWS will operate the facility in accordance with the City's approved DEQ Development and Operations Plan. VWS will maintain all required record keeping to include daily incoming waste volumes, haul tickets, and weight tickets from disposal sites. VWS will provide access to the facility during normal business hours and records for inspections by City staff or DEQ representatives.

6. Authority's Right to Inspect the Leased Property. Authority shall have the right during normal business hours to enter upon the Leased Property for the purpose of inspecting same or observing its use.

7. Maintenance, Vectors and Litter Control. VWS shall operate the Transfer Station such that odor, noise and litter shall be effectively controlled in compliance with industry standards. Notwithstanding, said nuisance controls must be in compliance with all local, state and federal regulations. VWS will perform routine maintenance and operate the Transfer Station within industry standards. Any damage to the site caused by negligence will be the responsibility of VWS to repair.
8. Insurance. VWS will maintain the following insurance coverages at all times:
    a. Workers Compensation – Statutory
    b. General Liability - $2,000,000 General Aggregate
    c. Auto Liability - $1,000,000 per occurrence

9. Termination. This Agreement may be terminated by either of the parties hereto as a result of a material breach of any of the terms contained herein by the other party hereto. Notwithstanding the foregoing, however, the non-breaching party shall provide written notice to the breaching party of any such breach or alleged breach, whom shall have a period of thirty (30) days from the date of said notice to cure said breach,
10. Indemnity. VWS agrees to indemnify, defend and hold harmless the Authority, and their officers, employees, and agents for any and all liability, claims, and losses of damages arising out of or alleged to arise out of VWS's negligence or failure in the performance of its work.
11. Force Majeure. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the performance is prevented by a cause or causes beyond the control of such party. The performance of the Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include but not be limited to, acts of God, acts of war, explosion, fire, flood, and terrorism.
12. Payment Terms/Billing. Authority shall pay VWS $76 per ton plus the state fee for all Acceptable waste delivered to the Transfer Station. Authority shall remit payments of the fees due and owed to VWS by the 15th day of each month for services rendered the previous months. Prices will be adjusted annually on April 1st by the increase or decrease of the Consumer Price Index. The first such increase will occur on April 1, 2027.
13. Fuel Surcharge. In the event that the DOE Index for the Midwest region averages $4.75 per gallon on higher for diesel for an entire month, VWS has the option of passing on a fuel surcharge using the following formula:

((Average Fuel Cost per gallon - $4.75)/10) x 100 = Percentage of Increase allowed to the disposal rate.

14. Submission To Jurisdiction. Authority and VWS hereby agree that any action, suit or proceeding arising out of a dispute under this Agreement, shall be brought in a court of competent jurisdiction located in the State of Oklahoma. The prevailing party in any dispute will be eligible to receive reasonable Attorney fees.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CLINTON PUBLIC WORKS AUTHORITY

By: _____

Name: _____

Title: _____

ATTEST

By: _____

Name: _____

VETERAN WASTE SOLUTIONS, INC

By: _____

Name: _____

Title: _____

ATTEST

By: _____

Name: _____

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into this _____ day of October 2026, by and between the Clinton Public Works Authority, ("Lessor"), and Veteran Waste Solutions, Inc, an Oklahoma corporation ("Lessee"),

WITNESSETH:

WHEREAS, Lessor is the owner of a tract of land on East Commerce Street, Clinton, (the "Premises") situated in Custer County, State of Oklahoma, more particularly described as follows, to wit:

> A tract of land located in the North Half of the N.E. Quarter of Section 36, Township 12 North, Range 17 W. I. M. ; Beginning at a point on the north section line a distance of 895.0 feet east of the Northwest corner of Northeast Quarter of said section; thence, south and parallel to the West Quarter section line a distance of 360.0 feet; thence east and parallel to the north section line a distance of 300.0 feet; thence North 26 ^{0} degrees, 33 minutes West a distance of 404.76 feet to a point on the north section line of said section; thence west along the north section line a distance of 115.0 feet to the point of beginning, containing 1.715 acres, more or less. All in Custer County, Oklahoma. All of the oil, gas and other minerals therein are reserved to Lessors and their assigns, [A diagram showing the location of the subject tract of land is attached hereto as Exhibit 'I A"]

For and in consideration of one or more dollars, and the other considerations herein recited, Lessor does by these presents hereby lease, demise and let unto Lessee the above-described property, together with all the improvements and appurtenances thereto, located thereon (collectively, the "Leased Property"), and does hereby grant to Lessee all its rights under the Permits (as hereinafter defined), subject to the following terms and conditions:

1. Rental Payments: The rent for the Leased Property shall be $100 per year, with the first payment hereunder due upon execution of this Lease. All subsequent payments will be due on the anniversary of the lease agreement. Lessor will have the ability to deduct the annual lease payment from the disposal payment due to Lessee.

2. Lease Term: This Lease shall be for a term of seven (7) years, commencing on the on the effective date. The effective date will be the same date as a separate Operating and Disposal Agreement begins. The lease will be automatically be renewed for successive five (5) year terms, unless either party gives the other at least one-hundred and eighty (180) days written notice of termination.

3. Lessee's Use of the Leased Property: Revenues: The Leased Property shall be used exclusively

for the operation of a solid waste transfer station facility and the conduct of other ancillary activities, consistent with Lessee's current use thereof. Lessee shall be entitled to collect and retain all revenues, receipts and income of any kind derived directly or indirectly-from or in connection with the operations and management of the Leased Property.

4. Condition of Leased Property: Except as otherwise set forth herein, Lessor has made no representation, expressed or implied, as to the condition of the Leased Property, except as otherwise set forth herein, Lessee acknowledges that Lessee is leasing the Leased Property "AS IS".

5. Lessor's Right to Inspect the Leased Property: Lessor shall have the right, during normal business hours, to enter upon the Leased Property for the purpose of inspecting same or observing its use.

6. Alterations and Additions:

(a) Lessee Shall not create any openings in the roof or exterior walls, nor make my structural alterations, additions or improvements to the Leased Property, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall have the right at all times to erect or install shelves, bins, electrical outlets, machinery, air conditioning or heating equipment, satellite communication equipment, and trade fixtures, provided, Lessee complies with all applicable governmental laws, ordinances and regulations. Lessee in its sole discretion shall have the right to make alterations or remodeling of a non-structural nature.

(b) All additions and improvements made by Lessee which are permanently attached to and made a part of the Leased Property shall belong to and become the property of Lessor upon the expiration of the Lease, except for signs, trade fixtures, display furnishings, satellite communications equipment and any other equipment used on the Leased Property and furnished by Lessee (for Federal income tax purposes only, Lessee's signs, trade fixtures and display furnishings are defined herein as equipment).

7. Lessee's Obligation to Repair and Maintain the Leased Property: Lessee, at its own cost and expense, shall use commercially reasonable efforts to keep the Leased Property in good repair, condition and working order, and shall return the same to Lessor at the termination of this Lease in the same or better condition as the premises were in at the commencement of this Lease.

8. Risk of Loss: Lessee hereby assumes and agrees to bear the entire risk of loss and damage to the Leased Property from any cause whatsoever.

In the event of loss or damage of any kind whatsoever to the Leased Property, the Lessee shall, at Lessee's sole option (subject to Lessor's rights in Section 10 below):

(i) Place the Leased Property in good repair, condition and. working order; or,

(ii) Replace the Leased Property with like property in good repair, condition and working order. .

9. Surrender of Leased Property: Upon the expiration of this Lease, the Lessee shall return the Leased Property to Lessor in good repair, condition and working order, ordinary wear and tear excepted.

10. Insurance: Lessee shall keep the Leased Property insured against all risks of loss or damages from any cause whatsoever in an amount not less than $500,000.00; and shall carry general liability insurance in an amount not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate. Lessee will carry applicable Workers' Compensation Insurance on its employees working at or in connection with Lessee's occupation of the Leased Property.

11. Warranties: Except as otherwise set forth herein, Lessor makes no Warranty, either expressed or implied, as to any matter whatsoever, including, and without limitation, the condition of the Leased Property, its freedom from CLAMS TO OR INTERESTS IN WHICH MIGHT INTERFERE WITH QUIET ENJOYMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. .

12. Reimbursement: Lessee shall reimburse Lessor for all damages and expenses, including reasonable attorneys' fees arising out of, connected with, or resulting from Lessee's negligent or willful act or omission relating to its operation of the Leased Property.

13. Default: If Lessee fails to pay any rent or other amount herein provided when the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall provide Lessee with written notice of such default. Unless Lessee (i) if the default is not a default in the payment of rent, cures such default within thirty (30) days after receipt of written notice of default, (ii)if the default is of such nature that it cannot be readily cured during such thirty (30) day period, has commenced to cure such default within such thirty (30) day period and has diligently and continuously pursued such cure thereafter or (iii) if the default is a default in the payment of rent, cures such default within ten (10) days after receipt of written notice of default, Lessor shall have the right to exercise any one or more of the following remedies: .

(a) To declare the entire amount of rent hereunder immediately due and payable;

(b) To sue for and recover the present value of all rent, and other payments, rent then or thereafter accrued, with respect to the Leased Property;

(c) To take possession of the Leased Property. Lessee hereby waives any and all damages occasioned by any reasonable and rightful taking of possession. Any said taking of possession shall not constitute a termination of this Lease, unless Lessor expressly. so, notify Lessee in writing:

(d) To terminate this Lease;

(e) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession, or any other action which Lessor may rightfully take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease.

All such remedies are cumulative, and may be exercised concurrently or separately.

14. Attorneys' Fees: In the event of any dispute in connection with this Lease, the prevailing party shall be entitled to receive its reasonable attorneys' fees from the losing party.

15. Prohibition of Assignment of Lessee's Interest: Lessee shall not assign this Lease or sublet the Leased Property, or any part thereof without the consent of Lessor' in writing, which consent Lessor agrees it will not unreasonably withhold, delay or condition.

Subject always to the foregoing and Section 18 below, this Lease inures to the benefit of, and binding upon the heirs, legatees, personal representatives; successors and assigns of the parties hereto.

16 Ownership: The Leased Property is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto, except as expressly set forth in this Lease.

17. Interest: Should Lessee fail to pay any part of the rent herein reserved or any other sum required by Lessee to be paid to Lessor, within ten (10) days after the due date thereof, Lessee shall pay unto Lessor interest on such delinquent payment from the expiration of said ten, (10) days until paid at the rate of eighteen percent (18%) per annum.

18. Offset: Lessee hereby waives any and all existing and future claims, and offsets, against any rent or other payments due hereunder; and agrees to pay the rent and other mounts hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

19. Nonwaiver: No covenant or condition of the Lease can be waived except by the written consent of Lessor and Lessee. Forbearance or indulgence by Lessor or Lessee in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by

Lessee or Lessor to which the same may apply, and, until complete performance by Lessee or Lessor of said covenant or condition, Lessor or Lessee shall be entitled to invoke any remedy available to Lessor or Lessee under this Lease or by law or in equity despite said forbearance or indulgence. .

20. Entire Agreement: This instrument constitutes the entire agreement between Lessor and Lessee with regard to the Leased Property; and it shall not be amended, altered or changed, except by written agreement signed by the parties hereto.

21. Notices: All notices or other communications to be given to a party hereunder shall be in writing and shall be deemed given upon the earlier to occur of (a) actual receipt by such party or (b) three (3) business days after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to such party as follows:.

If to Lessee:

Veteran Waste Solutions, Inc

2424 E. Highway 66
El Reno, OK 73036
ATTN: John Todd

Clinton Public Works Authority

415 W. Gary Blvd
Clinton, OK 73601
ATTN: _____

Any change of address by either party shall be by notice given to the other in the same manner as specified above.

Titles: The titles to the paragraphs of this Lease are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument. .

22. Lessor's Representations and Warranties: Lessor represents and warrants to Lessee that:

(a) Lessor has all requisite power and authority to own the Leased Property, enter into this Lease and otherwise perform its obligations contained herein. Lessor has duly authorized the execution and delivery of this Lease such that all documents to be executed by Lessor are its valid, legally binding obligations and are enforceable against it in accordance with their terms. .

(b) The persons executing this Lease and all documents on behalf of Lessor has the legal power, right and authority to bind Lessor.

(c) Lessor has obtained all permits, authorizations and approvals (and, during the term of this Lease, will obtain all future permits, authorizations and approvals that become) necessary or appropriate to operate the Leased Property as a transfer station, and to conduct any activities reasonably ancillary thereto, from all . applicable federal, state, county and/or local governmental agencies and authorities (the "Permits"). Lessor will maintain all Permits in full force and effect during the . term of this Lease. Lessee has the right (and through the term of this Lease, will . have the right) to operate the transfer station and conduct any activities reasonably . ancillary thereto pursuant to the Permits as if such Permits had been issued to . Lessee.

(d) Lessor's execution of this Lease does not breach any agreement or constitute a . default or a condition that would ripen into a default under any agreement to which Lessor is a party or by which all or part of the Leased Property is' bound. Furthermore, Lessor's execution of this Lease and its consummation of the transaction does not violate any order, rule or regulation applicable to Lessor or the Leased Property of any court or any federal, state or. municipal regulatory body or administrative agency or other governmental body:

23. Mechanic's Liens: Lessee shall not be deemed to be the agent or representative of Lessor in making any alterations, physical additions or improvements to the Leased Property, and . shall have no right, power or authority to encumber any interest in the Leased Property in connection therewith, other than Lessee's leasehold estate under this Lease. However, should any mechanics or other liens be filed against any portion of the Leased Property or any interest therein (other than Lessee's leasehold estate hereunder) by reason of Lessee's acts or omissions, Lessee shall cause the same' to be canceled or discharged of record, or shall file a bond sufficient to discharge such lien, within thirty (30) days after receiving written notice of such lien from Lessor. In the event Lessee does post bond, Lessee shall be entitled to contest any such lien by appropriate judicial proceedings. Notwithstanding anything to the contrary, any mechanics or other liens filed against any portion of the Leased Property or any interest therein, other than those caused solely by Lessee's acts or omissions, shall be the sole responsibility of Lessor.

IN WITNESS THEREOF, the parties hereto have executed this Lease Agreement as of the date below.

LESSOR:
Clinton Public Worls Authority
By: _____

LESSEE
Veteran Waste Solutions, Inc
By: _____