# 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: _____