

Transfer Station Permit Application

CARDS NEO, LLC
CARDS Chelsea Oklahoma Transfer Station
Chelsea, Oklahoma

September 2023
Project No. 03237110



Prepared for:
CARDS NEO, LLC
P.O. Box 775
Tontitown, AR 72770
(877) 592-2737

Prepared by:
Terracon Consultants, Inc.
25809 Interstate 30 South
Bryant, Arkansas 72022
(501) 847-9292

terracon.com

Terracon

Environmental



Facilities



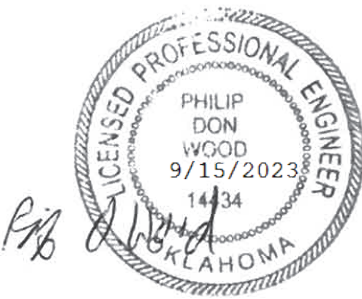
Geotechnical



Materials

PROFESSIONAL ENGINEER'S CERTIFICATION

"I certify to the best of my professional judgment that the following permit application for the proposed solid waste transfer station located on property owned and operated by CARDS NEO, LLC. in Chelsea, Oklahoma was prepared in accordance with good engineering practices and applicable Oklahoma Department of Environmental Quality regulations. This certification is contingent on the fact that all information supplied to the signatory authority, at the time of this certification is unquestionably accurate and was provided in good faith."



Phil Wood, P.E.
Oklahoma Professional Engineer No. 14434

September 15, 2023
Certification Date

Cert. of Auth. #CA – 4531 exp. 6/30/25

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1.0 Introduction

The proposed CARDS Chelsea Oklahoma Transfer Station (Transfer Station) will be located at 6082 South Industrial Drive, Chelsea OK, 74016. The Transfer Station will be owned and operated by CARDS NEO, LLC (CARDS). The facility will begin operation immediately following approval of this permit application. The property and structure purchased by CARDS NEO, LLC for this proposed Transfer Station was previously owned by John's Refuse and was used for truck maintenance and the storage of empty waste bins and dumpsters. The facility layout is located in **APPENDIX B**. This Transfer Station will accept construction and demolition (C&D) waste and municipal solid waste (MSW). The C&D waste and MSW collected will be transported to one of three permitted landfill facilities: the GFL Arcadia Landfill, the North Tulsa Sanitary Landfill, or the Prairie View Regional Landfill. The general location of the facility is shown on **FIGURE 1** of **APPENDIX B**.

The information presented in this general permit application for a solid waste transfer station was prepared in accordance TITLE 252 - DEPARTMENT OF ENVIRONMENTAL QUALITY. Specifically, the Permit Application was prepared in accordance with the requirements of CHAPTER 515 - MANAGEMENT OF SOLID WASTE.

This general permit application presents owner information, specific site information, and operational aspects of the Transfer Station. Solid Waste Processing Facility Application Forms for the Transfer Station are presented in **APPENDIX F**.

2.0 General Information

Section 252:515-3 of TITLE 252 - DEPARTMENT OF ENVIRONMENTAL QUALITY CHAPTER 515. MANAGEMENT OF SOLID WASTE states the following:

36(a) New Applications: A permit application for a new solid waste disposal facility shall include all the information required by the Oklahoma Uniform Environmental Permitting Act, including:

- (1) The owner/operator's name, mailing address and phone number.
- (2) The name by which the facility will be known, the mailing address of the facility, the street address of the facility (if different from the mailing address), and the facility phone number.
- (3) A disclosure statement completed in accordance with OAC 252:515-3-31(g).
- (4) A legal description, by metes and bounds; section, township, and range, or parts thereof; or book and page number of plat records for platted property, of:
 - A. The proposed permit boundary.
 - B. The proposed waste processing and/or disposal areas; and
 - C. Both on- and off-site soil borrow areas, if applicable.
- (5) Latitude and longitude of all corners of the permit boundary and the facility entrance.
- (6) The location of the site from the nearest town or city.
- (7) A description of all processing, storage, and disposal operations and unit.
- (8) A description of the anticipated waste streams and amount received per day.
- (9) The names of the municipalities and/or counties included in the service area.
- (10) The estimated population served to be determined as follows:
 - A. The population of each town or city served by the disposal facility, as published in the last decennial census; or
 - B. The population equivalent served, calculated by dividing the anticipated amount of waste received per day by 4.4 pounds per person per day.
- (11) The types of road construction and materials to be used to ensure that all access roads within the site are passable during inclement weather by normal vehicular traffic.
- (12) A list of anticipated heavy equipment to be used in the construction and operation of the site.
- (13) Maps and drawings as required by parts (5) and/or (7) of 252:515-3-36(a).
- (14) Data, plans and specifications for the following
 - A. A demonstration the proposed facility meets the location restrictions of Subchapter 5 of this Chapter;
 - B. An operational plan describing how compliance with the operational requirements of Subchapter 19 of this chapter, as applicable to the proposed facility, will be achieved;
 - C. A plan describing how compliance with the storm water management requirements of Subchapter 17 of this Chapter will be achieved;

- D. Plans for closure of the facility in accordance with Subchapter 25 of this Chapter; and
 - E. A plan for achieving compliance with the aesthetic enhancement requirements of OAC 252:515-3-37.
- (15) Establishment of financial assurance in accordance with Subchapter 27 of this Chapter.
- 36(b) Information not identified: The DEQ may require the applicant to submit additional data, revise design specifications or propose environmental safeguards as necessary to meet DEQ rules for the protection of human health and the environment.
- 36(c) Permit modification applications: An applicant requesting a modification to an existing permit shall submit information identified in this Part relating to the proposed modification.
- 37 Aesthetic enhancement: Applications for new permits or expansions of an existing permit boundary, shall include plans to enhance the visual harmony of the new disposal facility or the expansion area with the surrounding area, and reduce the transmission of dust and noise from the facility. Such plans may include placement of berms, fences, shrubbery, trees, or other such materials to achieve desired result.

Response to Section 252:515-3-36 (a)(1)

The owner and operator of the CARDS Chelsea Oklahoma Transfer Station is CARDS NEO, LLC (CARDS). The mailing address for CARDS is P.O. Box 757, Tontitown, AR, 72770. The phone number is (918) 592-2737.

Response to Section 252:515-3-36 (a)(2)

The facility name shall be **CARDS Chelsea Oklahoma Transfer Station**. The mailing address (same as street address) is 6082 South Industrial Drive, Chelsea OK, 74016 and the phone number for the facility is (918) 789-2115 .

Response to Section 252:515-3-36 (a)(3)

See **SECTION 8.0** of this permit application.

Response to Section 252:515-3-36 (a)(4)(A)

See **FIGURE 5** of **APPENDIX B**.

Response to Section 252:515-3-36 (a)(4)(B)

See **FIGURE 5** of **APPENDIX B**.

Response to Section 252:515-3-36 (a)(4)(C)

Not Applicable.

Response to Section 252:515-3-36 (a)(5)

See **FIGURE 5** of **APPENDIX B**.

Response to Section 252:515-3-36 (a)(6)

The nearest town or city is the town of Chelsea. The site is approximately 1 mile southwest of the town of Chelsea.

Response to Section 252:515-3-36 (a)(7)

Located at the site is an approximately 4,800 square-foot office building. See attached **APPENDIX C** for processing, storage, and disposal operations.

Response to Section 252:515-3-36 (a)(8)

It is anticipated that the facility will receive approximately 500 tons of solid waste per day.

Response to Section 252:515-3-36 (a)(9)

The transfer station will service the town of Chelsea, the town of Oologah, the town of Adair, the town of Alluwe, the town of Inola, the town of Chouteau, the town of Nowata, Rogers County, Mayes County, Nowata County, Tulsa County, and Craig County.

Response to Section 252:515-3-36 (a)(10)(A)

The table below summarizes the 2020 Census and the 2022 estimated populations for each county that will be served by the Transfer Station.

COUNTY	2020 CENSUS	2022 ESTIMATE
Rogers County	95,245	98,836
Mayes County	39,044	39,589
Nowata County	9,322	9,483
Tulsa County	669,279	677,358
Craig County	14,104	14,123
TOTAL	826,992	839,389

*Data obtained from the U.S. Census Bureau.

Response to Section 252:515-3-36 (a)(10)(B)

See **Response to Section 252:515-3-36 (a)(10)(A)**.

Response to Section 252:515-3-36 (a)(11)

Currently, the access roads at the site are wide enough and have turning radii large enough to accommodate large trucks. Any additional roads will be designed to allow large dump trucks to easily operate within the site. Future roads will be constructed of compacted soil and gravel.

Response to Section 252:515-3-36 (a)(12)

The anticipated list of heavy equipment to be used at the facility is as follows:

- Refuse trailers
- Semi-tractor trailers
- Loading Equipment

Response to Section 252:515-3-36 (a)(13)

See **APPENDIX C** .

Response to Section 252:515-3-36 (a)(14)(A)

See **SECTION 4** of this permit application.

Response to Section 252:515-3-36 (a)(14)(B)

See **APPENDIX C**.

Response to Section 252:515-3-36 (a)(14)(C)

See **APPENDIX C**.

Response to Section 252:515-3-36 (a)(14)(D)

See **SECTION 6** of this permit application.

Response to Section 252:515-3-36 (a)(14)(E)

See the response to **Section 252:515-3-37**.

Response to Section 252:515-3-36 (a)(15)

See **SECTION 6** of this permit application.

Response to Section 252:515-3-36(b)

Acknowledged.

Response to Section 252:515-3-36(c)

Not Applicable.

Response to Section 252:515-3-37

North of the site is occupied by AZZ Galvanizing and BWS Welding, followed by residences. These two facilities provide a buffer between the proposed waste transfer operations and the residences. East of the property is occupied by a vacant property and agricultural land. South of the site is undeveloped vegetated land and agricultural land. West of the site is occupied by Double D Stables, a race-horse farm. Additionally, a new waste transfer building will reduce noise and block the view of waste transfer activities from passersby.

3.0 Maps & Drawings

Section 252:515-3 of TITLE 252 - DEPARTMENT OF ENVIRONMENTAL QUALITY
CHAPTER 515. MANAGEMENT OF SOLID WASTE states the following:

- 51(a)** Applicability: The maps and designs identified in this Part shall be submitted with the permit applications for:
- (1) All new solid waste disposal facilities;
 - (2) Expansions of permit boundaries of existing solid waste disposal facilities;
 - (3) Expansions of waste handling or disposal boundaries of existing solid waste disposal facilities; and
 - (4) Any other modification to an existing permit where the data originally submitted would be made ambiguous, inaccurate, or out of data by the proposed modification.
- (c) Illegible: the permit application will be considered administratively incomplete if any maps or drawings submitted are not legible.
- (d) Map sequence: All maps and designs shall be submitted in the permit application in the sequence identified.
- (e) Map scale: Unless otherwise identified, all maps submitted as part of a permit application shall be prepared at a scale of one-inch equals one hundred feet (1" = 100'). An alternative scale may be used with approval of the DEQ.
- (f) Map details:
- (1) All maps shall show as a minimum, legend, title, north arrow, permit boundary, buffer zone, and boundaries of waste disposal or processing areas.
 - (2) If applicable, the locations of groundwater monitoring wells, and gas monitoring probes shall be identified.
- 52** General Location Map: - General location map: The permit application shall include a county highway map published by the Oklahoma Department of Transportation showing the facility location and any airports within six miles of the facility. If the facility is located within a municipality and a municipal map with better information is available, then it may be used.
- 53** Applicability: The maps and designs identified in this Part shall be submitted with the permit applications for:
- (1) Flood Insurance Rate maps published by the Federal Emergency Management Agency, or maps prepared by the U.S. Army Corps of Engineers, Flood Plain Management services;
 - (2) Maps of Flood Prone Areas published by the U.S. Geological Survey; or
 - (3) Site specific determinations by the U.S. Army Corps of Engineers at the request of the applicant.

- 54(a)** Required map: The permit application shall include an original U.S. Geological Survey 7.5-minute series topographic quadrangle map:
- (1) If 7.5-minute series maps have not been printed, then 15-minute series may be used.
 - (2) If the disposal facility is located on the edge of a quadrangle, then adjoining maps shall be provided.
- (b)** Required details: The quadrangle topographic map shall clearly depict:
- (1) The location of the facility permit boundaries.
 - (2) Access routes within one mile of the facility;
 - (3) Homes and buildings within one mile of the facility;
 - (4) Public water and wastewater collection, treatment, and distribution facilities within one mile of the facility;
 - (5) Receiving waters and surface variations within one mile of the facility; and
 - (6) Water wells, including private and municipal, potable and irrigation water within one mile of the facility.
- 55(a)** Required map: The permit application shall include a constructed map showing the topographic contours prior to any operations at the facility.
- (b)** Contour intervals: The contour interval on the map shall not be greater than two feet.
- (c)** Required details: The existing contour map shall show the location and quantities of surface drainage entering and exiting the facility, and the locations of all boreholes with their surface elevations.
- 56(a)** Required map: The permit application shall include a site map, which may be the existing contour map.
- (b)** Required details: The site map shall show the following, as applicable to the facility:
- (1) The dimensions of the permit boundary as indicated by the legal description;
 - (2) The receiving processing, storage or disposal areas;
 - (3) Buffer zones;
 - (4) The locations and surface elevations of each borehole, monitor well, test well, monitoring site, test pit, sampling site and permanent benchmarks;
 - (5) The surface and top casing elevations for each monitoring well or gas probe;
 - (6) The surface drainage, including location of diversion ditches, dikes, dams, pits, ponds, lagoons, berms, terraces, and other relevant information;
 - (7) The location of fencing and gates, utility lines, pipelines, and easements;
 - (8) The access roads into and on the site;
 - (9) Employee and equipment shelters; and
 - (10) On- and off-site soil borrow areas.
- 57** The permit application shall include, as necessary, design drawings and specifications for:
- (1) Receiving, processing, storage or disposal areas;
 - (2) Liner construction;

- (3) Leachate collection systems;
- (4) Typical well installation;
- (5) Dike sections;
- (6) Drainage channels;
- (7) Groundwater monitoring wells, gas monitoring probes, and piezometers;
- (8) Retention structures or other groundwater and surface water protection measures;
and
- (9) Any other design drawings or specifications necessary to describe the proposed activities for the facility.

Response to Section 252:515-3-51 (a)(1 - 4)

See **APPENDIX B**.

Response to Section 252:515-3-51 (c)

Acknowledged. See **APPENDIX B**.

Response to Section 252:515-3-51 (d)

Acknowledged. See **APPENDIX B**.

Response to Section 252:515-3-51 (e)

- Terracon requests that the scale for **FIGURE 1** of **APPENDIX B** be set at 1" = 8,000' in order to adequately show the 6-mile radius around the facility on a sheet that is 11" x 17".
- Terracon requests that the scale for **FIGURE 2** of **APPENDIX B** be set at 1" = 400' in order to adequately show the entire FEMA Firmette on a sheet that is 11" x 17".
- Terracon requests that the scale for **FIGURE 3** of **APPENDIX B** be set at 1" = 1,000' in order to adequately show the topography surrounding the facility on a sheet that is 11" x 17".
- See **FIGURE 4** of **APPENDIX B**.
- See **FIGURE 5** of **APPENDIX B**.
- Terracon requests that the scale for **FIGURE 6** of **APPENDIX B** be set at 1" = 4,000' in order to adequately show the wellhead protection area (WHPA) nearest to the facility on a sheet that is 11" x 17".

Response to Section 252:515-3-51 (f)(1)

See **APPENDIX B**.

Response to Section 252:515-3-51 (f)(2)

Not Applicable.

Response to Section 252:515-3-52

See **FIGURE 1** of **APPENDIX B**.

Response to Section 252:515-3-53 (1 – 3)

See **FIGURE 2** of **APPENDIX B**.

Response to Section 252:515-3-54 (a)(1), (a)(2), and (b)(1 – 6)

See **FIGURE 3** of **APPENDIX B**.

Response to Section 252:515-3-55(a – c)

See **FIGURE 4** of **APPENDIX B**.

Response to Section 252:515-3-56(a) and (b)(1 – 10)

See **FIGURE 5** of **APPENDIX B**.

Response to Section 252:515-3-57 (1 – 9)

See **FIGURE 5** of **APPENDIX B**.

4.0 Location Restrictions

Section 252:515-3 of TITLE 252 - DEPARTMENT OF ENVIRONMENTAL QUALITY CHAPTER 515. MANAGEMENT OF SOLID WASTE states the following:

- 31(a)** Scenic Rivers: Not to be located within the drainage basin of any river designated under Oklahoma Scenic Rivers Commission (OSRC) Act unless statement is obtained from OSRC or Oklahoma Tourism & Recreation Department.
- 31(b)** Recreation/Preservation Areas: Not to be located within one-half (1/2) mile of area dedicated & managed for public recreation or natural preservation by any governmental agency. Exceptions granted if application includes statement from appropriate agency that proposed site not expected to adversely affect recreation or natural area.
- 31(c)** Endangered & Threatened Species: Statement required from Oklahoma Department of Wildlife Conservation (ODWC) and Oklahoma Biological Survey (OBS) concerning endangered or threatened wildlife or plant species within one (1) mile of proposed site. If exist, impact statement required.
- 32(a)** 100-year flood: Solid waste disposal facility should not be located in the 100-year flood plain. Variance available for transfer station with requirement that no waste retained during non-operating hours.
- 32(b)** Public Water Supply.
- 32(c)** Wellhead Protection Area.
- 32(d)** Wetlands: Not to be located in wetlands. Letter required from Oklahoma Conservation Commission (OCC) stating proposed site not located in wetlands.

Response to Section 252:515-3-31 (a)

See **APPENDIX E**.

Response to Section 252:515-3-31 (b)

See **APPENDIX E**.

Response to Section 252:515-3-31 (c)

See **APPENDIX E**.

Response to Section 252:515-3-32 (a)

See **FIGURE 2** of **APPENDIX B**.

Response to Section 252:515-3-32 (b)

Activities at the transfer station will have no adverse effects on the public water supply.

Response to Section 252:515-3-31 (c)

Activities at the transfer station will have no adverse effects on wellhead protection areas. See **FIGURE 6** of **APPENDIX B**.

Response to Section 252:515-3-32 (d)

See **APPENDIX E**.

5.0 Waste Management

See the Operating Plan in **APPENDIX C** for a detailed description of waste management practices and procedures.

6.0 Closure Plan and Financial Assurance

Introduction

This closure plan provides for the conclusion of all operations per OAC 252:515-25-32 and the termination of the CARDS Chelsea Oklahoma Transfer Station Facility Permit. In order to close the facility, the on-site waste will be transferred to a disposal facility. The storage areas of trailers and trucks used for the transfer of waste will be cleaned and sanitized.

6.2 Estimate of Cost of Closure

Total cost for closure at the CARDS Chelsea Oklahoma Transfer Station is estimated at \$213,834.97. The landfill disposal cost is based on an average disposal cost of \$0.03 per pound of solid waste. The OAC 252:515-Appendix H form of closure cost estimate is included in **APPENDIX D**.

6.3 Estimate of Maximum Inventory of Waste on the Site

The maximum inventory of waste in storage of waste is estimated at 500 tons.

6.4 Financial Instrument

CARDS NEO, LLC will submit a financial assurance instrument to the benefit of the State of Oklahoma for \$213,834.97 - as specified under OAC 252:515-27-73.

6.5 Schedule

The schedule for final closure will begin with notification to Oklahoma Department of Environmental Quality (ODEQ) 15 days prior to the effective date of closure. All activities shall be completed within ninety (90) days of initiation of the closure activities. The estimated closure schedule is summarized in **TABLE 6.1** below.

TABLE 6.1
ESTIMATED CLOSURE SCHEDULE

<u>Closure Activity/Task</u>	<u>Number of days to complete</u>
Notify the department of intent to perform closure	1
Begin closure activities following DEQ approval of Closure Plan	40
Load waste into containers and transport material to landfill	20
Clean equipment and containers	20
Remove equipment and containers	10

CARDS customers will be notified prior to closure. The closure activities will be completed in accordance with this closure plan within 90 days of closure. Within 15 days of completion of closure, a closure certification statement will be signed by CARDS certifying that the facility has been closed in accordance with this closure plan. Until final closure of the facility, CARDS will review and update the closure cost estimate as necessary.

6.6 Closure Activities

All waste will be collected and transported to a permitted landfill facility for final disposal. All waste storage, receiving and loading areas shall be cleaned and free of waste residues through steam cleaning with environmentally appropriate disinfectant. All runoff water from cleaning will be collected, containerized, treated, and disposed of properly.

6.7 Certification of Final Closure

Certification requirements. A Certification of Final Closure shall be submitted to Oklahoma DEQ after completion of final closure. The Certification shall:

- Be signed by the owner/ operator;
- State that the facility was closed according to the approved closure plan, the permit, and applicable rules;
- Contain a closure report with related drawings, plans or specifications describing how closure was performed.

The Certification of Final Closure shall be prepared and sealed by an independent professional engineer licensed in the State of Oklahoma if the facility served a population or population equivalent of greater than 5,000.

6.8 County Land Records Notice

- **Notice required.** Upon Oklahoma DEQ approval of final closure, a notice shall be recorded in the land records of the property in the county in which the facility is located, that will give notice in perpetuity that the site was used for the processing or disposal of solid waste and has been closed.
- **Identification of wastes.** The notice shall specify the type, location and quantity of wastes processed or disposed.
- **Post-closure monitoring.** For land disposal facilities, the notice shall:

- **Identify** the required post-closure monitoring period and state that the facility will be monitored for at least this period of time;
 - **State** that a survey plat and record of the disposal area with locations and elevations has been filed with Oklahoma DEQ and with an identified city or county; and
 - **State** that future uses may be restricted in accordance with OAC 252:515-25-57.
- **Copy to DEQ.** A file-stamped copy of the notice shall be provided to the Oklahoma DEQ.

6.9 Post Closure

No Post Closure Plan is required due to the nature of the proposed operation.

7.0 Waste Exclusion Plan

See the Operating Plan in **APPENDIX C** for a detailed description of waste exclusion practices and procedures.

8.0 Disclosure Statement Form

DISCLOSURE STATEMENT FORM

INFORMATION AND INSTRUCTIONS: The Solid Waste Management Act requires applicants to provide the Department of Environmental Quality with information about themselves; any officer, director or partner, any person employed by the applicant as general or key manager who directs the operations of the site which is the subject of the application, and any person owning or controlling more than five percent (5%) of the applicant's debt or equity. By law, the "Disclosure Statement" must be completed by all applicants for the issuance or transfer of any solid waste permit.

If the applicant is a publicly held company, it does not need to submit a disclosure statement, but only need submit the most recent annual (SEC Form 10-K) and quarterly reports (SEC Form 10-Q) required by the Securities and Exchange Commission (SEC), which provide information regarding legal proceedings in which the applicant has been involved. However, the applicant must submit such other information as the Department may require that relates to the competency, reliability, or responsibility of the applicant, officers, directors, or other persons as set out above.

PLEASE PROVIDE THE FOLLOWING INFORMATION: (If additional space is required to answer any of the following questions, please make attachments as needed.)

- (1) Name of facility:
CARDS Chelsea Oklahoma Transfer Station
- (2) Applicant's full name and social security number:
Dan Christensen [REDACTED]
- (3) Applicant's business address:
P.O. Box 775, Tontitown, AR 72770
- (4) Applicant's business telephone number:
(918) 789-2115
- (5) Applicant's form of business:
☐ publicly-held corporation;
☒ privately-held corporation;
☐ partnership or sole proprietorship;
☐ municipality or public agency;
☐ other: _____
- (6) Is Applicant a publicly-held company required to file annual reports with the Securities and Exchange Commission, or a wholly-owned subsidiary of such a company?
☐ yes ☒ no
- (7) If Applicant answered "yes" to question (6) above, Applicant is required to submit copies of the most recent annual and quarterly reports required by the SEC *that provide information regarding legal proceedings in which Applicant has been involved*. In addition, list below, the name and business address of any person employed by the Applicant as a general or key manager who directs the operations of the site or facility which is the subject of the application.

N/A

(NOTE: If Applicant is required to submit SEC reports under this section, no further reporting is required under the disclosure statement requirement, and Applicant should skip to the "Certification and Oath" section on the last page of this form. Applicant should submit copies of any SEC reports as an attachment to this form to be submitted as part of the permit application. If Applicant answered "no" to question (6) above, Applicant is required to complete all remaining sections of this Form.)

(8) Full name, business address and social security number of all affiliated persons:

(NOTE: "Affiliated person" means:

- (a) any officer, director, or partner of the applicant;
- (b) any person employed by the applicant as a general or key manager who directs the operations of the site or facility which is the subject of the application; and
- (c) any person (including corporations, partnerships, etc.) owning or controlling more than five (5) percent of the Applicant's debt or equity.):

Dan Christensen, President / P.O. Box 775, Tontitown, AR 72770 / [REDACTED]

(9) Full name and address of any legal entity in which the Applicant holds a debt or equity interest of at least 5 percent, or which is a parent company or subsidiary of the Applicant, and a description of the ongoing organizational relationships as they may impact operations within the State:

N/A

(10) Description of the experience and credentials of the Applicant and any "affiliated person", including any past or present permits, licenses, certifications, or operational authorizations relating to environmental facility regulation:

Phase 1 Environmental Site Assessment and Limited Environmental Compliance
Review for John's Refuse was prepared in March 2023.

(11) Listing and explanation of any administrative, civil or criminal legal actions against the Applicant or any affiliated person which resulted in a final agency order or final judgment by a court of record

including any final order or judgment on appeal in the ten (10) years immediately preceding the filing of the application relating to solid or hazardous waste. Such action shall include, without limitations, any permit denial or any sanction imposed by a state regulatory authority or the U.S. Environmental Protection Agency:

N/A

(12) Listing of any federal environmental agency and any state environmental agency that has or has had regulatory responsibility over Applicant:

N/A

CERTIFICATION AND OATH

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

CARDS NEO, LLC

(Printed or Typed) Name of Applicant or Agent

9-7-23

Date

[Signature]

Signature of Applicant or Agent

President

Title

ACKNOWLEDGMENT

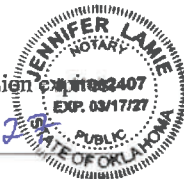
State of Oklahoma)

OK

County)

ss.

Before me, the undersigned, in and for said county and state, on this 7 day of September, 2023, personally appeared Dan Christensen, to me known to be the identical person he who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



My commission expires

3-17-27

[Signature]
Notary Public

APPENDIX A

LAND AND BUILDING DOCUMENTS

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **John's Refuse, L.L.C.**, an Oklahoma limited liability company ("***Seller***"), and **CARDS NEO, LLC**, an Oklahoma limited liability company ("***Buyer***"), have entered into that certain Asset Purchase Agreement dated April 7, 2023 (the "***Purchase Agreement***"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Assets (as defined in the Purchase Agreement). Except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as set forth in the Purchase Agreement.

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration paid to Buyer by Seller pursuant to the Purchase Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns, conveys, sets over and delivers to Buyer all of Seller's right, title, benefit, privileges and interest in and to the Assets, including, but not limited to, each and all of the assets listed in Annex 1 to the Purchase Agreement, which Annex 1 and the schedules thereto are incorporated herein by reference and made a part of this Bill of Sale.

TO HAVE AND TO HOLD all right, title and interest of Seller in and to the Assets, as hereby sold, transferred, assigned, conveyed and delivered to Buyer, for the use and benefit forever of Buyer, its successors and assigns. Seller hereby warrants and agrees to defend the sale, transfer and assignment of the Assets to Buyer, its successors and assigns pursuant to this Bill of Sale and the Purchase Agreement. Nothing in this Bill of Sale shall modify, amend or limit the terms and provisions of the Purchase Agreement.

At the discretion of Buyer, Annex 1 to the Purchase Agreement and the schedules thereto may be attached, in whole or in part, to this Bill of Sale to evidence to third parties Buyer's ownership of and title to any of the Assets.

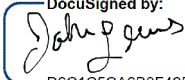
Seller hereby constitutes and appoints Buyer, and its successors and assigns, the true and lawful attorney of Seller with full power of substitution, in the name of or otherwise, and on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive any and all rights in and to the Assets; to give receipts, releases and acquittances for or in respect of the same or any part thereof; from time to time to institute and prosecute any and all proceedings at law, in equity or otherwise, which Buyer, its successors or assigns may deem proper to collect, assert or enforce any claim, right, title, or interest in the Assets; and to take any action necessary to effect the assignment and transfer to Buyer of full legal title in and beneficial ownership of the Assets. Notwithstanding the forgoing, Buyer is not authorized to incur any obligation or liability on behalf of Seller under this power of attorney.

This Bill of Sale shall be governed by and enforced under the laws of the State of Delaware, without regard to conflicts-of-laws principles which would require the application of any other law.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first written above.

SELLER

JOHN'S REFUSE, L.L.C.

By:  _____
D6C1C5CA6B0F49F...
John Lewis, President

ASSET PURCHASE AGREEMENT

dated as of April 7, 2023,

by and among

CARDS NEO, LLC, as Buyer,

JOHN'S REFUSE, L.L.C., as Seller

and

JOHN LEWIS AND GLORIA LEWIS, as Owner

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is executed and delivered effective as of April 7, 2023, by and among (i) CARDS NEO, LLC, an Oklahoma limited liability company (“**Buyer**”), (ii) John’s Refuse, L.L.C., an Oklahoma limited liability company (“**Seller**”), and (iii) John Lewis and Gloria Lewis (individually and collectively, “**Owner**”). All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 4 of this Agreement.

RECITALS

WHEREAS, Seller owns and operates a non-hazardous solid waste collection, hauling, and recycling business in and around Rogers County, Oklahoma (the “**Business**”);

WHEREAS, Owner owns, beneficially and of record, 100% of the issued and outstanding capital stock and any other ownership interests of Seller; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Business and all or substantially all of the assets used in the Business subject to the conditions and in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement and other good and valuable consideration, received to the full satisfaction of each of the parties, the parties agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1. Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall grant, convey, sell, transfer, deliver and assign to Buyer, and Buyer shall purchase, acquire and accept from Seller, free and clear of all Encumbrances, except Permitted Encumbrances, all of Seller’s and its Affiliates’ right, title and interest in, under and to the Business and all of the assets, rights and properties owned or used by the Business or owned by Seller and its Affiliates and used in the Business (collectively, and including each and all of the assets listed in Annex 1 attached hereto, the “**Assets**”).

1.2. Excluded Assets. Notwithstanding anything to the contrary in Section 1.1, the Assets shall exclude all of the Excluded Assets.

1.3. Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement at the Closing, Buyer shall assume from Seller, and shall agree to pay, perform and discharge when due, only the Assumed Liabilities.

1.4. Excluded Liabilities. Notwithstanding any provision in this Agreement or any other writing to the contrary, except for the Assumed Liabilities, Seller shall retain, be obligated to pay, perform and otherwise discharge and be responsible and liable, and Buyer shall not assume, or be obligated to pay, perform or otherwise discharge or be responsible or liable (pursuant to this Agreement or otherwise) with respect to, any Excluded Liabilities.

ARTICLE II PURCHASE PRICE AND CLOSING

2.1. Purchase Price. Subject to adjustment as provided in this Article II and the payments to be made at Closing in accordance with Section 2.3, the aggregate amount to be paid by Buyer to Seller on the

Closing Date in consideration for the Assets shall be (i) the assumption of the Assumed Liabilities plus (ii) the payment of the amount equal to (the “**Estimated Purchase Price**”): (A) **\$4,900,000.00** (the “**Base Purchase Price**”), plus (B) the amount (if any) by which Estimated Working Capital exceeds Target Working Capital; or minus (C) the amount (if any) by which Target Working Capital exceeds Estimated Working Capital minus (D) the Estimated Deferred Revenue minus (E) the Estimated Closing Indebtedness minus (F) the Estimated Transaction Expenses plus (G) the New Container Cost.

2.2. Closing. The closing of the Transactions (the “**Closing**”) shall take place remotely simultaneously with the execution and delivery of this Agreement. The date on which the Closing occurs is referred to as the “**Closing Date**.” All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing will be deemed to have been taken, executed and delivered simultaneously and no proceedings will be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

2.3. Payments at Closing.

(a) Payoff Amounts. At the Closing, Buyer shall pay, on behalf of Seller, the Payoff Amounts to each Person from whom it has received a Payoff Letter by wire transfer of immediately available funds pursuant to the wire instructions set forth in the applicable Payoff Letter.

(b) Transaction Expenses. At the Closing, Buyer shall pay, or shall cause to be paid, on behalf of Seller, the Transaction Expenses set forth in the Closing Payment Statement, by wire transfer of immediately available funds to the accounts and in the amounts specified in the Closing Payment Statement; provided, that in the case of Transaction Expenses owed to employees of Seller, at the Closing, Buyer shall pay such amounts to Seller and Seller shall pay such amounts (less applicable withholding) to the applicable employees on or prior to the next regularly scheduled payroll date following the Closing Date.

(c) Adjustment Holdback Amount. At the Closing, the Adjustment Holdback Amount shall be withheld by Buyer from the Estimated Purchase Price and disbursed in accordance with Section 2.4.

(d) Payment to Seller. At the Closing, Buyer shall pay to Seller, by wire transfer of immediately available funds to one or more bank accounts designated by Seller prior to the Closing Date, an amount (such amount, the “**Seller Closing Wire**”) equal to the Estimated Purchase Price and minus the sum of \$200,000.00, which represents the original principal amount of the Seller Note.

(e) Closing Payment Statement. Attached hereto as Exhibit A-1 (the “**Closing Payment Statement**”) is (i) Seller’s good faith calculation of (A) the Closing Working Capital (the “**Estimated Working Capital**”), including the components thereof, (B) the Closing Deferred Revenue (the “**Estimated Deferred Revenue**”), (C) the Closing Indebtedness (the “**Estimated Closing Indebtedness**”) and (D) the Transaction Expenses (the “**Estimated Transaction Expenses**”) and (ii) the resulting calculation of the Estimated Purchase Price in accordance with the Accounting Principles and the Seller Closing Wire.

2.4. Posting Closing True-Up; Allocation.

(a) Delivery of Final Closing Statement. Within 90 days after the Closing, Buyer shall prepare and deliver to Owner a written statement (the “**Final Closing Statement**”) setting forth Buyer’s good faith calculation of (i) the Closing Working Capital, including the components thereof, (ii) the Closing Deferred Revenue, (iii) the Closing Indebtedness, (iv) the Closing

Transaction Expense and (iv) the Purchase Price and the amount, if any, payable pursuant to Section 2.4(c). The Closing Payment Statement and the Final Closing Statement shall be prepared in accordance with the Accounting Principles; provided, that the Accounting Principles (including for purposes of calculating the component line items of Closing Working Capital) (i) shall not include any purchase accounting or other adjustment arising out of the consummation of the Transactions or the financing thereof, and (ii) shall follow the defined terms contained in this Agreement.

(b) Disputes. If within 30 days following delivery of the Final Closing Statement, Owner does not deliver a written objection thereto to Buyer (a “**Dispute Notice**”), then the Final Closing Statement (and the calculations of Closing Working Capital, Closing Deferred Revenue, Closing Indebtedness and Closing Transaction Expenses) shall be final and binding upon the parties. Any Dispute Notice must set forth in reasonable detail (i) any item on the Final Closing Statement which Owner believes has not been prepared in accordance with this Agreement and Seller’s proposed correct amount of such item, and (ii) Owner’s calculation of Closing Working Capital, Closing Deferred Revenue and Final Purchase Price based on such objections. If Owner timely delivers a Dispute Notice, then Buyer and Owner shall negotiate in good faith and promptly attempt to resolve their disagreement and any such discussions with respect thereto and during any subsequent resolution process (including any resolution by the Neutral Auditor) shall (unless otherwise agreed by Buyer and Owner) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule. During such consultation period, Buyer and its advisors shall be permitted reasonable access to the working papers and books and records of Owner and the working papers of Owner’s accountants relating to the Dispute Notice. If such negotiations do not result in an agreement between the parties within 30 days after delivery of such Dispute Notice, Buyer or Owner may provide written notice to the other party that it elects to submit the issues remaining in dispute to a regional office of the dispute resolution group of BDO USA, LLP (the “**Neutral Auditor**”). The Neutral Auditor will (A) act as an expert (and not as an arbitrator) and (B) make a determination of the Closing Working Capital, Closing Deferred Revenue, Closing Indebtedness and Closing Transaction Expenses as applicable, based solely on the definitions and other applicable terms and provisions of this Agreement and the submissions of the parties. All fees, costs and expenses relating to the work, if any, performed by the Neutral Auditor will be borne proportionately by Buyer and Owner on the basis of the discrepancy (in dollars) between such party’s determination of disputed items (in the aggregate) as presented to the Neutral Auditor and the final and binding determination of such disputed items (in the aggregate) by the Neutral Auditor.

(c) Payments. If the Final Purchase Price is greater than the Estimated Purchase Price (the amount of such excess, the “**Underpayment Amount**”), then within three days after the determination of the Final Purchase Price in accordance herewith (the “**Final Determination Date**”), Buyer shall make (or cause to be made) a payment to Seller, by wire transfer of immediately available funds to the accounts designated by Seller, equal to the Underpayment Amount. If the Final Purchase Price is less than the Estimated Purchase Price (the amount of such shortfall, the “**Overpayment Amount**”), the Overpayment Amount shall be credited to Buyer as follows: (i) *first*, the parties agree that the Overpayment Amount shall be applied and credited against the Adjustment Holdback Amount; (ii) *second*, if the Overpayment Amount exceeds the Adjustment Holdback Amount, the parties agree that such exceeding amount shall be applied and credited to the remaining balance of the Seller Note, and (iii) *third*, if the Overpayment Amount exceeds Adjustment Holdback Amount and the remaining balance of the Seller Note, Seller shall pay such exceeding amount to Buyer, within three Business Days of the Final Determination Date, by wire transfer of immediately available funds to the account designated by Buyer. The parties acknowledge and agree that to the extent, as of such time, there are amounts payable from Seller

or Owner to Buyer pursuant to Section 5.2(a)(iv), then such amounts shall be added to the Overpayment Amount.

(d) Allocation of Purchase Price. The Final Purchase Price shall be allocated among the Assets (or groups of such Assets) for U.S. federal (and applicable state and local) income tax purposes in accordance with the applicable provisions of Section 1060 of the Code and the Treasury regulations promulgated thereunder based on the fair market value of the Assets as determined in accordance with GAAP, the Code and applicable Treasury regulations. For this purpose, Seller and Buyer agree to the value of the Assets (or groups of such Assets) as set forth in Schedule 2.4(d) attached hereto (the “**Purchase Price Allocation**”). Seller and Buyer shall report, act, and file Tax Returns in all respects and for all purposes consistent with the Purchase Price Allocation except as otherwise required by GAAP and applicable regulations and rulings of the Internal Revenue Service and other Applicable Laws. Seller and Buyer shall timely and properly prepare, execute, file, and deliver (i) all required Internal Revenue Service Forms 8594, Asset Acquisition Statement under Code Section 1060, and (ii) all other Tax Returns (including amended Tax Returns and claims for refund) in a manner consistent with the Purchase Price Allocation, unless otherwise required by a determination within the meaning of Section 1313(a) of the Code.

2.5. Closing Deliveries by Seller. At the Closing, Seller shall deliver, or cause to be delivered, to the Buyer:

- (a) the Bill of Sale, duly and properly executed by Seller;
- (b) an IRS Form W-9 and an affidavit satisfactorily confirming that no withholding is required pursuant to Section 1445 of the Code, duly and properly executed by Seller;
- (c) the Assignment and Assumption Agreement, duly and properly executed by Seller
- (d) the Consulting Agreements, duly executed by Crystal Miller and Jeremy Miller;
- (e) the Payoff Letters;
- (f) evidence reasonably satisfactory to Buyer of the release of all Encumbrances encumbering the Assets, other than Permitted Encumbrances, but including all Indebtedness (including any Indebtedness under any Assumed Contract or encumbering any Asset, whether or not then due and payable);
- (g) evidence of the obtainment of all consents and the making of all notices set forth on Schedule 3 of the Seller’s Disclosures, each in form and substance satisfactory to Buyer; and
- (h) for the Owned Real Property:
 - (i) a Deed duly executed by Owner conveying to Buyer fee simple title to such parcel and all other rights and interests of Owner pertaining to the ownership of the Owned Real Property, subject only to the Permitted Encumbrances, in form and substance satisfactory to Buyer;
 - (ii) such certifications, gap and lien indemnities, non-imputation indemnities, title and survey affidavits and other title insurance affidavits and indemnities as may be reasonably requested by the Title Company in connection with the issuance of the Title Policies, including such affidavits and indemnities necessary to provide coverage over mechanics liens and other standard exceptions, together with copies of formation

documents, incumbency certificates, certificates of good standing and consents or resolutions as are requested by the Title Company;

(iii) any other documents reasonably required by the Title Company or as otherwise specified in the Title Commitments in order for the Title Company to delete the Title Requirements (excluding any Title Requirements that are (x) an obligation of Buyer or (y) Assumed Liabilities) in order to issue the corresponding Title Policies, together with any and all keys, access cards, security passcodes and combinations;

(iv) possession of the Owned Real Property;

(v) evidence satisfactory to Buyer that the Permits set forth on Schedule 6 to Annex 1 have been transferred to Buyer and any related consent or approval of any Governmental Authority have been obtained;

(vi) a fully paid Title Policy in accordance with Section 4.7(a); and

(i) such other separate documents or instruments of sale, assignment, or transfer as are customary in transactions such as the Transactions or as Buyer shall reasonably request, including titles and registrations for the Rolling Stock.

2.6. Closing Deliveries by Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Seller (i) the Assignment and Assumption Agreement, (ii) the Seller Note, each duly and properly executed by Buyer and (iii) the Consulting Agreements, duly executed by Buyer.

ARTICLE III REPRESENTATIONS AND WARRANTIES REGARDING OWNER SELLER, THE ASSETS AND/OR THE BUSINESS

3.1. Representations and Warranties regarding Owner, Seller, the Assets and/or the Business. As a material inducement to Buyer to enter into this Agreement, Seller and Owner hereby make the representations and warranties set forth in Annex 3.1 attached hereto, as qualified by the Seller's Disclosure Schedules.

3.2. Representations and Warranties of Buyer. As a material inducement to Seller to enter into this Agreement, Buyer hereby makes the representations and warranties set forth in Annex 3.2 attached hereto.

ARTICLE IV ADDITIONAL AGREEMENTS

4.1. Fees and Expenses.

(a) General. Except as otherwise provided in this Agreement, whether or not the Transactions shall be consummated, (i) Buyer will pay the aggregate of all fees, expenses and disbursements of Buyer and its agents, representatives, accountants and counsel incurred in connection with the subject matter of this Agreement and any amendments to it and all other costs and expenses incurred in the performance and compliance with all conditions to be performed by Buyer under this Agreement, and the recording fees for the Deeds, and (ii) Seller will pay (A) the aggregate of all fees, expenses and disbursements payable by or on behalf of Seller and its Affiliates (including Owner), agents, representatives, accountants and counsel incurred in connection with or relating to the evaluation, preparation, negotiation, documentation, execution and performance of

this Agreement, the other Ancillary Agreements, the Transactions, and compliance with all conditions to be performed by Seller under this Agreement, including legal fees, investment banking and advisory fees, accounting fees, title search and examination fees, fees and expenses in connection with the recording thereof and title to the Owned Real Property, the Title Company fees and expenses, and other costs and expenses related to the Owned Real Property allocated to Seller pursuant to Section 4.6, and any other out-of-pocket documented expenses; and (B) the aggregate of all amounts payable in connection with any sale, change of control, transaction, retention, severance, compensatory equity or equity-based award payouts, or other similar bonuses, payments or benefits owed or payable to any current or former director, manager, officer, consultant, employee or service provider of Seller payable by Seller or its Affiliates in connection with this Agreement or the consummation of the Transactions, together with the employer portion of any payroll taxes, social security, or other Taxes related thereto (the items described in this clause (ii), collectively, the “**Transaction Expenses**”).

(b) Transfer Taxes. If applicable, Buyer shall be responsible for (and, “Transaction Expenses” shall include) all sales, transfer, conveyance or other similar state and local Taxes associated with the transfer of the Assets to Buyer pursuant to this Agreement (such Taxes, “**Transfer Taxes**”). The party required by Applicable Law to prepare and file any Tax Returns in respect of such Transfer Taxes shall prepare and file such Tax Returns and the other party (or parties) shall cooperate in full in connection with the preparation of such Tax Returns. Buyer and Seller agree to timely sign and deliver (or cause to be timely signed and delivered) such certificates or forms as may be reasonably necessary or appropriate for establishing, and shall otherwise reasonably cooperate to establish, any available exemption from or reduction of any such Transfer Taxes.

4.2. Employees.

(a) Employment by Buyer. Buyer shall have the option to offer employment to any of the Employees listed on Schedule 12(a) on such terms and conditions as determined by Buyer in its sole and absolute discretion. Effective immediately prior to the Closing Date, Seller will terminate the employment of each Employee. Each Employee who receives and accepts Buyer’s or its Affiliate’s offer of employment and actually commences employment with Buyer or its Affiliate is referred to as a “**Buyer Employee**.” Effective as of the Closing, Seller will, and will cause its Affiliates to, and do, on its own behalf and on behalf of its Affiliates, waive and release all rights that any of the foregoing may have at any time pursuant to any restrictive (including noncompetition), confidentiality or similar covenants, agreements or obligations of any Buyer Employee with respect to such Buyer Employee’s employment by Buyer or its Affiliates or the exercise of any duties or activities as an employee of Buyer or its Affiliates.

(b) Third Party Beneficiary Rights. No provision of this Section 4.2 shall create any third party beneficiary rights in any current or former employee, officer, director or consultant (including any beneficiary or dependent thereof). No provision of this Agreement is intended to, or does: (i) constitute the establishment of or amendment or other modification to, any Benefit Plan; (ii) limit the ability of Buyer or any of its Affiliates to amend, modify, terminate, or adopt any benefit or compensation plan, program, policy, contract, agreement or arrangement; (iii) confer on any Person any right to employment or service or continued employment or service or limited Buyer’s rights with respect to the same.

(c) WARN Act. Buyer shall be solely responsible for WARN Act Liabilities in connection with the Buyer Employees relating to any act or omission occurring after the Closing Date. Seller shall be responsible for all WARN Act Liabilities in connection with (i) any Employee

that does not become a Buyer Employee, and (ii) all Employees or Buyer Employees relating to any act or omission occurring on or prior to the Closing Date.

4.3. Waiver of Bulk Sales Laws. Buyer and Seller hereby waive compliance with the bulk-transfer provisions of the Uniform Commercial Code (or any similar law) in connection with the Transactions.

4.4. Further Assurances.

(a) General. From time to time from and after the Closing and without further consideration, the parties shall each deliver or cause to be delivered to any other party or parties, at such times and places as shall be reasonably requested, such instruments as such other party or parties may reasonably request for the purpose of carrying out this Agreement and the Transactions. Seller, also without further consideration, agrees to cooperate with Buyer and to use Seller's commercially reasonable efforts to cooperate on and after the Closing Date in furnishing to Buyer or its advisors (i) information (including, for the avoidance of doubt, any Tax-related information) requested by Buyer with respect to the Assets or the Business, (ii) information and other assistance in connection with obtaining or transferring any Permits and approvals (including assisting Buyer in obtaining any new Permits or approvals for any Permits that are non-transferrable) and in connection with any third-party actions, Proceedings, arrangements or disputes of any nature with respect to the Assets and (iii) Seller's billing systems and the data produced thereby along with the transfer and migration of such system data as directed by Buyer.

(b) Omitted/Held Assets. If, following the Closing, either Buyer (or its Affiliates) or Seller (or its Affiliates (including Owner)) identifies any:

(i) Assets that were not previously transferred to Buyer at the Closing (each, an "***Omitted Asset***"), then, Seller and Owner shall, and they shall cause their Affiliates to, execute, acknowledge and deliver all reasonable further documents in order to transfer all right, title and interest in such Omitted Asset to Buyer, or its designated Affiliate. Until such time that such Omitted Asset are transferred to Buyer in accordance with this Section 4.5(c)(i), Seller and Owner, on behalf of itself/himself, and on behalf of its/his Affiliates, (A) hereby grants to Buyer and its Affiliates (i) a non-exclusive, royalty-free, fully paid-up, worldwide, irrevocable, sub-licensable and transferable right and license (or sub-license, as the case may be) to fully use, practice and otherwise exploit such Asset and (ii) a covenant not to sue with respect to Buyer's use, practice and exploitation of any intellectual property rights associated with such Asset, in each case under clauses (i) and (ii), effective as of the Closing Date and (B) pending such transfer shall (x) hold in trust such Omitted Asset and provide to Buyer, or its designated Affiliate, all of the benefits associated with the ownership of the Omitted Asset and (y) cause such Omitted Asset to be used or retained as may be reasonably instructed by Buyer; or

(ii) Excluded Asset was, directly or indirectly, transferred to Buyer at the Closing (each, a "***Held Asset***"), Buyer shall, and shall cause its Affiliates to, (A) promptly assign and transfer all right, title and interest in such Held Asset to the applicable Seller, or its designated Affiliates, and (B) pending such transfer, (x) hold in trust such Held Asset and provide to Seller, or its designated Affiliates, all of the benefits associated with the ownership of the Held Asset, and (y) cause such Held Asset to be used or retained as may be reasonably instructed by Seller.

(c) Wrong Pockets. To the extent that, on or after the Closing Date, (i) Buyer or any of its Affiliates receives any payment or instrument that is for the account of Seller or any of its

Affiliates according to the terms of this Agreement and is not an Asset and does not flow from an Asset or Buyer's operation of the Business, Buyer shall promptly deliver such amount or instrument to Seller, and (ii) Seller or any of its Affiliates receives any payment or instrument that is for the account of Buyer or any of its Affiliates (including Owner) according to the terms of this Agreement or that is an Asset or flows from an Asset or Buyer's operation of the Business, Seller shall (and Owner shall cause Seller to) promptly deliver such amount or instrument to Buyer. Notwithstanding the foregoing, each party hereby undertakes to use its commercially reasonable efforts to direct or forward all bills, invoices or like instruments to the appropriate party.

(d) Post-Closing Inquiries. For a period of one year following the Closing, (i) Seller shall, and shall cause its and his Affiliates to, use commercially reasonable efforts to promptly refer to Buyer inquiries from customers, vendors and other existing or potential business relations of the Business (including, by providing applicable telephone numbers and email addresses to such inquirers) where such Person was attempting to contact the Business but contacted Seller or one of its and his Affiliates.

(e) Non-Assignment of Certain Contracts. Notwithstanding anything to the contrary in this Agreement, to the extent that the assignment of any Assumed Contract or Permit (or any right or benefit thereunder) shall require the consent of any third party, neither this Agreement nor any action taken pursuant to its provisions shall constitute an assignment or an agreement to assign if such assignment or agreement to assign would constitute a breach of or default under such Assumed Contract or Permit or result in any loss, material diminution, acceleration, termination or cancellation thereunder; provided, however, that Seller, at the request of Buyer, shall use commercially reasonable efforts to obtain the consent of the other party to such Assumed Contract to an assignment thereof in favor of Buyer. If a consent to assign any such Assumed Contract or Permit is obtained, such Assumed Contract shall be deemed to have been automatically assigned to Buyer at the Closing upon the terms and conditions set forth in this Agreement. If a consent to assign any such Assumed Contract is not obtained, Seller will cooperate with Buyer to design an arrangement pursuant to which Buyer will receive all rights and benefits under such Assumed Contract or Permit and perform all of the obligations under such Assumed Contract or Permit that are necessary for Buyer to be entitled to receive such rights and benefits. After the Closing, Seller shall not amend, terminate, assign, transfer or renew (or fail to renew) any Assumed Contract or Permit that was not transferred to Buyer at Closing without first obtaining the written consent of Buyer. Nothing contained in this Section 4.5 or elsewhere in this Agreement shall be deemed to constitute (a) an agreement to exclude from the Assets any Assumed Contract or Permit as to which a consent may be necessary for its assignment to Buyer, or (b) a waiver by Buyer of its right to have received on the Closing Date an effective assignment of all of the Assets or of the covenant of Seller to obtain all consents necessary to assign the Assumed Contracts or Permits. For the avoidance of doubt, Seller shall use its reasonable best efforts to assist Buyer, upon Buyer's direction, in obtaining all consents necessary in connection with the Assumed Contracts set forth on Schedule 2(a) and Schedule 2(b).

4.5. Insurance. With respect to any claims under any of Seller's or its Affiliates' insurance policies (collectively, the "**Policies**"), that are pending as of the Closing Date, Seller shall continue to conduct such claim on Buyer's behalf and cause any proceeds pursuant to such claim to be paid to Buyer. Seller shall be responsible for any out-of-pocket deductible reimbursement obligations owed directly to the relevant insurance carrier for the applicable Policy to the extent related to any claim or a claim made under such Policy.

4.6. Certain Real Estate Matters.

(a) Title Insurance. Prior to the Closing, Seller, at its expense, has provided to Buyer a title insurance commitment (the “**Title Commitment**”), issued by the Title Company, agreeing to issue to Buyer a current, standard form ALTA owner’s policy of title insurance with respect to the Owned Real Property in form and substance satisfactory to Buyer (the “**Title Policies**”), together with a copy of each document to which reference is made in such commitment. Each Title Policy shall be in the amount of the full fair market value of the applicable Owned Real Property, insuring good and marketable title thereto (expressly including all easements and other appurtenances) in full accordance with the representations and warranties set forth herein and subject only to Permitted Encumbrances, and shall include extended coverage deleting all of the standard exceptions and including such endorsements as Buyer shall reasonably request, including, as applicable, gap coverage, zoning, access, location, tax parcel, covenants, conditions and restrictions, private rights, encroachments, subdivision and contiguity. The cost of the Title Policies shall be borne by Seller.

(b) Surveys. Prior to the Closing, Seller, at its expense, shall provide to Buyer a zoning report for the Owned Real Property, and a survey of the Owned Real Property prepared in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, together with Table A items requested by Buyer, dated no more than ninety (90) days prior to the Closing Date and detailing the legal description, the perimeter boundaries, all improvements located thereon, all easements and encroachments affecting the Owned Real Property and such other matters as may be reasonably requested by Buyer or the Title Company, prepared by a registered land surveyor reasonably satisfactory to Buyer and in form and substance reasonably satisfactory to Buyer (the “**Surveys**”). The cost of the zoning reports and the Surveys shall be borne by Seller.

(c) Prorations. Notwithstanding anything to the contrary set forth herein, the following items are to be apportioned, as the case may be, as of 11:59 p.m. local time on the day immediately preceding Closing Date (the “**Proration Date**”), to the extent applicable, in connection with the Owned Real Property (based ratably on the time each party holds the Owned Real Property for the applicable time period).

(i) Taxes. All real estate taxes and assessments applicable to the Owned Real Property levied and assessed during calendar year 2023 shall be prorated as of the Proration Date. Seller’s allocable share of such real estate taxes shall be determined by multiplying the amount of such real estate taxes by a fraction, the numerator of which is the number of days in the calendar year for the period commencing on January 1, 2023 and ending on the day immediately preceding the Closing Date, and the denominator of which is 365. Buyer shall be responsible for the remainder of the 2023 real estate taxes and real estate taxes for all subsequent years applicable to the Owned Real Property. If the tax rate for 2023 real estate taxes is not known by the Closing Date, then taxes for the year ending 2022 shall be used for the proration of taxes pursuant to this Section, but such proration shall be recalculated and adjusted pursuant to subsection (v) below. All Taxes and assessments relating to the Owned Real Property for any year prior to the year in which the Closing occurs shall be paid in full by Seller before the Closing Date or an amount sufficient to fully discharge the same shall be deposited in escrow with the Title Company for payment to the relevant Tax authority.

(ii) Utilities. All charges for all utilities, including water, sewage, telephone, internet, electricity and gas shall be prorated as of the Proration Date. To the extent

possible, readings shall be obtained for all utilities as of the Proration Date. If not possible, the cost of such utilities shall be prorated between Seller and Buyer by estimating such cost on the basis of the most recent bill for such service; provided, however, that after the Closing, such proration shall be recalculated and adjusted pursuant to subsection (v) below based upon the actual bill for such service for the relevant billing period promptly following receipt thereof.

(iii) Certain Charges. All charges, assessments, association fees, rents, amounts prepaid, accrued or due and payable relating to any association, charter, covenants, conditions, restrictions and/or easements (reciprocal or otherwise) or leases affecting the Owned Real Property shall be prorated as of the Proration Date between Seller and Buyer.

(iv) Income and Expense. All other items of income and expense of the Owned Real Property shall be apportioned between Seller and Buyer as of the Proration Date.

(v) Proration Survival. The provisions of this Section 4.6(c) regarding reconciliation of prorations shall survive until such taxes, charges and other amounts are finally fixed and settled between the parties.

4.7. Non-Competition. In consideration of the mutual covenants provided for herein and the consideration to be paid to Seller at the Closing, including the Estimated Purchase Price, assumptions and Assumed Liabilities, during the period beginning on the Closing Date and ending on the earlier of the fifth anniversary of the Closing Date, or such time as Buyer ceases to operate a Restricted Business, (the “**Restricted Period**”), each of (a) Seller and (b) each Owner (each, a “**Restricted Party**” and collectively, the “**Restricted Parties**”) agrees that it/she/he shall not, directly or indirectly, carry on, engage in, own any interest in, manage, control, participate in, consult with or render services to any Restricted Business anywhere within the following Counties of the State of Oklahoma: Rogers, Nowata, Craig, Mayes, Wagoner, Tulsa and Washington. Nothing herein shall prohibit any Restricted Party from (i) being an owner of any amount of equity interest in, or an officer, director, employee or service provider of, Buyer or any of its Affiliates or (ii) being a passive owner of not more than 3% of the outstanding stock of any class of a corporation that is publicly traded, so long as such Restricted Party has no active participation in the business of such corporation. For purposes of this Agreement, “**Restricted Business**” means any non-hazardous solid waste collection, hauling, disposal, recycling or transportation services business.

4.8. Non-Solicitation. During the Restricted Period, each Restricted Party agrees that it/he shall not, directly or indirectly, (a) induce or attempt to induce any Person that was an employee of Seller as of immediately prior to the Closing to leave the employ of Buyer or its Affiliates or in any way interfere with the relationship between Buyer or its Affiliates, on the one hand, and any such Person, on the other hand, (b) hire any Person who was an employee of, or service provider to, Seller at any time during the one-year period prior to the Closing Date, (c) induce or attempt to induce any Person that was a customer, supplier, vendor, service provider, employee, licensee, licensor, lessor, franchisee or other business relation of the Business at any time during the one-year period prior to the Closing Date to cease doing business with Buyer or its Affiliates or (d) in any way interfere with the relationship between any such customer, supplier, vendor, service provider, employee, licensee, licensor, lessor, franchisee or other business relation and Buyer or its Affiliates.

4.9. Confidential Information. Each Restricted Party acknowledges that it/he/she has knowledge of certain information of a nonpublic nature relating to or pertaining to the Business that (a) after the Closing, will constitute the confidential and proprietary information of Buyer as a result of Buyer’s purchase of the Assets from the Seller; (b) is of a special and unique nature and value; (c) relates to matters such as, but not limited to, information related to suppliers and customers that could be used as a competitive

advantage by competitors if revealed or disclosed to such competitors or to Persons revealing or disclosing the same to such competitors; or (d) was otherwise obtained by virtue of Seller's ownership and operation of the Business prior to the Closing, all of which, together with any and all extracts, summaries and photo, electronic or other copies or reproductions, in whole or in part thereof, stored in whatever medium (including electronic or magnetic), is the exclusive property of Buyer as a result of Buyer's purchase of the Assets and is "**Confidential Information**" of Buyer as a result thereof. As used herein, "Confidential Information" shall also include the terms, conditions and provisions of this Agreement, the Ancillary Agreements, and the Transactions. Notwithstanding the foregoing, for purposes of this Agreement, the Confidential Information shall not include information which is now or subsequently becomes generally known or available to the public by publication, commercial use or otherwise, other than by breach by any Restricted Party, its Affiliates or its or their respective Representatives, directly or indirectly, of this Agreement or any of the Ancillary Agreements. Each Restricted Party acknowledges that disclosure of Confidential Information to, or its/his use by, others could cause substantial loss to Buyer as a result of Buyer's purchase of the Assets from the Seller; provided, that Buyer acknowledges that such Restricted Party's disclosure of Confidential Information to its Representatives for purposes of evaluating the Transactions hereunder or to adhere to any post-Closing obligations hereunder shall not be considered a breach of this Section 4.10. In consideration of Buyer purchasing the Assets and assuming the Assumed Liabilities Seller, each Restricted Party agrees that, from and after the Closing Date, (i) such Restricted Party and its Affiliates shall not, directly or indirectly, use, divulge or disclose to any person or entity any of such Confidential Information, and (ii) such Restricted Party and its Affiliates shall hold all of the Confidential Information confidentially indefinitely. Buyer agrees that neither it nor its Affiliates will, directly or indirectly, divulge or disclose to any Person any confidential and proprietary information of Seller relating to the Excluded Assets and Buyer and its Affiliates shall hold all such information confidentially indefinitely; provided, Seller acknowledge that any Buyer disclosure of such information for purposes of evaluating the Transactions hereunder, to adhere to any post-Closing obligations hereunder or in connection with any post-Closing disputes with respect to this Agreement shall not be considered a breach hereunder; provided, further, that Buyer may disclose such information if required by Applicable Law or if required or requested by any Governmental Authority or Governmental Order.

4.10. Public Announcements. Notwithstanding anything contained herein to the contrary, no Restricted Party shall issue any press release or make any public statement prior to the receipt of the prior written consent of Buyer.

4.11. Equitable Relief for Violations. Each Restricted Party acknowledges that an irreparable injury may result to Buyer and its business in the event of a breach by such Restricted Party of any provision in this Article IV. Each Restricted Party also acknowledges and agrees that the damages or injuries that Buyer sustains as a result of such a breach may be difficult to ascertain and money damages alone may not be an adequate remedy to Buyer. Each Restricted Party therefore expressly agrees that if a controversy arises concerning the rights of Buyer or obligations of such Restricted Party under this Article IV, such rights or obligations shall be enforceable by a court decree of specific performance and Buyer shall also be entitled to any injunctive relief from the court necessary to prevent or restrain any such breach. Such relief shall be granted without the necessity of a showing of irreparable harm and without the posting of a bond or other security. Such relief, however, shall be cumulative and non-exclusive and shall be in addition to any other remedy to which Buyer may be entitled in accordance with this Agreement.

4.12. Owner Service Benefit. Buyer agrees to provide to Owner the Owner Service Benefit.

ARTICLE V INDEMNIFICATION

5.1. Survival of Representations and Warranties.

(a) Survival. The parties, intending to modify any applicable statute of limitations, agree that the representations and warranties in Annex 3.1 shall survive for a period of 24 months following the Closing Date, except that the Material Representations shall survive for a period of six years following the Closing. The representations set forth in Section 9 of Annex 3.1 (Taxes) shall survive until 90 days following the expiration of the appropriate statute of limitations. The representations and warranties in this Agreement and each party's indemnification obligations pursuant to this Article V shall survive for the periods set forth in this Section 5.1(a) and, except as otherwise provided in this Section 5.1(a), the parties waive any right under any statute of limitations to bring any such claim after the expiration of such applicable survival period set forth in this Section 5.1(a). All covenants and agreements set forth in this Agreement shall survive the Closing in accordance with their respective terms. Notwithstanding the foregoing, any representation, warranty, covenant or agreement as to which a claim notice shall have been delivered to the party to this Agreement from whom indemnification is sought on or prior to the last day of the applicable survival period shall (together with the indemnification obligations with respect to the claim set forth in such claim notice) survive and continue in effect solely with respect to such claim until such claim shall have been finally determined by a court of competent jurisdiction and not subject to further appeal or otherwise settled by the parties hereto. The obligations with respect to any Losses suffered resulting from Fraud Claims and any claims relating thereto shall survive for the applicable statute of limitations.

(b) Knowledge. The representations and warranties in this Agreement and each party's indemnification obligations pursuant to this Article V shall in no event be affected by any investigation, inquiry or examination made for or on behalf of Buyer or any of its Affiliates, or any knowledge acquired (or capable of being acquired) by or on behalf of Buyer or any of its Affiliates (or by or on behalf of any of their respective officers, directors, equityholders, employees or agents), or the acceptance by Buyer of any certificate or opinion, in each case at any time, whether before or after the date of this Agreement.

5.2. General Indemnification.

(a) Indemnification Obligations of Seller and Owner. Subject to the limitations and procedures contained in this Article V, after the Closing, Seller and Owner, on a joint and several basis, shall indemnify Buyer and its Affiliates, and its and their respective direct and indirect equityholders, members, partners, Representatives, successors and permitted assigns (collectively, "**Buyer Indemnitees**") and save and hold each of them harmless against and in respect of, and pay on behalf of or reimburse such Buyer Indemnitees as and when incurred for, all obligations, fees, disbursements, damages, losses, injuries, Liabilities, claims, demands, actions, suits, proceedings, judgments, awards, settlements, assessments, deficiencies, Taxes, fines, penalties and reasonable out-of-pocket costs or expenses (collectively, "**Losses**", and each a "**Loss**") incurred or suffered by a Buyer Indemnitee and resulting from:

- (i) any inaccuracy or breach of any representation or warranty contained in Annex 3.1;
- (ii) any Excluded Liability or Excluded Asset;

(iii) any nonfulfillment or breach of any covenant or agreement made by Seller or Owner in this Agreement;

(iv) (A) any Closing Indebtedness or (B) unpaid Transaction Expenses of Seller or Owner, in each case, to the extent not included in determining the Final Purchase Price; or

(v) the specific indemnities set forth on Annex 2 attached hereto and made a part hereof.

(b) Indemnification Obligations of Buyer. Subject to the limitations and procedures contained in this Article V, after the Closing, Buyer shall indemnify Seller and its Affiliates (including Owner), and its and their respective direct and indirect equityholders, members, partners, Representatives, successors and permitted assigns (collectively, “Seller Indemnitees”) and save and hold each of them harmless against and in respect of, and pay on behalf of or reimburse Seller Indemnitees as and when incurred for Losses incurred or suffered by a Seller Indemnitee and resulting from:

(i) any inaccuracy or breach of any representation or warranty of Buyer in Annex 3.2; or

(ii) any nonfulfillment or breach of any covenant, agreement made by Buyer contained in this Agreement.

(c) Determination of Breach and Loss. If any representation or warranty is qualified or limited based on materiality, including the term “material,” “Seller Material Adverse Effect,” or “Buyer Material Adverse Effect,” such qualification and/or limitation shall in all respects be ignored and given no effect for purposes of determining whether there exists any breach or inaccuracy of such representation or warranty and the amount of any Loss resulting from the inaccuracy or breach of such representation or warranty.

5.3. Certain Limitations on Indemnification.

(a) Basket. In no event shall the Buyer Indemnitees be entitled to indemnification pursuant to Section 5.2(a)(i) (other than with respect to any Material Representation or Fraud Claims) for (i) any Losses unless the aggregate amount of such Losses exceeds 0.5% of the Base Purchase Price (the “**Basket**”), in which case Buyer Indemnitees will be entitled to indemnification back to the first dollar of such Losses, subject to the other limitations contained herein; or (ii) aggregate Losses in excess of 20% of the Base Purchase Price.

(b) Maximum Liability. The aggregate maximum Liability of Owner and Seller (whether satisfied from an offset of the Seller Note or directly from Owner or the Seller (where permitted hereunder)) pursuant to Section 5.2(a)(i) will in no event exceed an aggregate amount equal to the Base Purchase Price.

(c) Duplication. Notwithstanding anything to the contrary in this Agreement, the parties agree that no amount shall be due under this Article V to the extent that it duplicates another amount already paid or accounted for (i) under this Article V, (ii) in the calculation of the Closing Working Capital or the Final Purchase Price, in each case, as finally determined pursuant to Article II, or (iii) in amounts recovered under insurance policies or from unaffiliated third Persons.

(d) No Punitive or Exemplary Damages. Notwithstanding anything to the contrary contained in this Agreement or provided for under any Applicable Law, except for exemplary or punitive damages finally determined by a court of competent jurisdiction and not subject to further appeal to be payable or paid by an Indemnified Person pursuant to a third-party claim, no party shall be liable to any other Person under this Agreement for (and “Losses” shall not include) any punitive or exemplary damages.

(e) Fraud Claims. Notwithstanding anything contained herein to the contrary, in no event shall the rights or remedies of Buyer or any other Buyer Indemnitee be limited in respect of any Fraud Claim or Losses resulting therefrom.

5.4. Manner of Payment.

(a) Indemnification Amounts Owing to Seller Indemnitees. Any amount owing to the Seller Indemnitees by Buyer pursuant to this Article V shall be effected by wire transfer of immediately available funds from Buyer to an account designated in writing by Seller Indemnitees within 10 days after a final determination with respect thereto.

(b) Indemnification Amounts Owing to Buyer Indemnitees. Any amount owing to the Buyer Indemnitees pursuant to this Article V by Seller or Owner shall be recovered as follows: (i) *first*, from and against the Seller Note by offsetting the amount owed by Seller and/or Owner against the remaining balance of the Seller Note until same has been exhausted, and (ii) *second*, from the Seller or Owner directly, who shall pay the amount owed to the Buyer Indemnities pursuant to this Article V by wire transfer of immediately available funds to an account designated by the applicable Buyer Indemnitee within 10 days after such Buyer Indemnitee so requests in writing after following the procedures set forth in this Section 5.4(b); provided that, notwithstanding the foregoing, with respect to any Losses arising from or as a result of any action or inaction of Seller or Owner that constitutes a Fraud Claim, the Buyer Indemnitees may, at their sole option, seek recovery for such Losses directly from Seller or Owner, without being required to offset any such Losses against the Seller Note.

5.5. Final Purchase Price Adjustment. All indemnification payments under this Article V shall be deemed adjustments to the Final Purchase Price for Tax purposes unless otherwise required by Applicable Law.

ARTICLE VI GENERAL

6.1. Assignment; Binding Effect; Amendment. This Agreement and the rights of the parties under it may not be assigned by any party without the prior written consent of the other parties; provided that Buyer may, without the prior written consent of any party, may assign any or all of Buyer’s rights, interests, or obligations hereunder to (a) one or more of Buyer’s Affiliates, (b) any lender for collateral purposes or (c) any subsequent purchaser of Buyer or any part of Buyer’s business or any of its Affiliates (whether by merger, consolidation, sale of stock or other equity security, sale of assets or otherwise). This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns. This Agreement may be modified or amended only by a written instrument executed by Buyer and Seller.

6.2. Entire Agreement. This Agreement, together with its exhibits and schedules, is the final, complete and exclusive statement and expression of the agreement among the parties with relation to the subject matter of this Agreement. This Agreement supersedes, and cannot be varied, contradicted or

supplemented by evidence of, any prior or contemporaneous discussions, correspondence, or oral or written agreements of any kind.

6.3. Counterparts. This Agreement may be executed simultaneously in two or more original or electronic counterparts (including by means of portable document format (pdf) signature pages), each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

6.4. Notices.

(a) General. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given and effective the day given by electronic transmission during normal business hours or, if not given during normal business hours, then the next succeeding Business Day, the day personally delivered, one day after being sent by overnight courier, subject to signature verification, and three Business Days after the deposit in the U.S. mail of a writing addressed as below and sent first class mail, registered or certified, return receipt requested. Any party may change the address for notice by notifying the other parties of such change in accordance with this Section 6.4.

(b) Notices to Buyer shall be addressed to it at:

CARDS NEO, LLC
4208 Johnson Road
Springdale, AZ 72762
Attention: Dan Christensen
Email: Dan@cardsrecycling.com

with a copy (which shall not constitute notice to Buyer) to:

Roy Legal & Advisory, PLLC
26427 Norhill Crossing Lane
Katy, TX 77494
Attention: Michael Roy
Email: mikeroy@mroylegal.com

(c) Notices to Seller and/or Owner, shall be addressed to it at:

John's Refuse, L.L.C.
18618 E. 450 Rd.
Claremore, OK 74017
Attn.: John Lewis and Gloria Lewis
Email: refusewoman@sbcglobal.net

with a copy to:

Josh Dickens
Helton Law Firm
9125 S. Toledo Ave.
Tulsa, OK 74137
Email: josh@heltonlawfirm.com

6.5. No Waiver. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall any such delay or omission be construed as a waiver of or acquiescence in any such breach or as a waiver of or acquiescence in any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after such waiver. Buyer and Seller may waive compliance by the other part(ies) hereto with any term or provision of this Agreement. Any such waiver shall be valid only if set forth in a written instrument signed on behalf of the part(ies) entitled to provide such waiver in accordance with this Section 6.5. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement.

6.6. Withholding. Buyer shall be entitled to withhold and deduct from the amounts otherwise payable to any recipient pursuant to this Agreement such amounts as may be required to be withheld or deducted under the Code or any other provision of federal, state, local or foreign tax laws (collectively, the “***Withholding Amount***”); provided, that, Buyer will use commercially reasonable efforts to provide written notice to Seller at least five Business Days prior to withholding any Withholding Amount, or, if sooner, as soon as reasonably practicable after becoming aware thereof, and will reasonably cooperate with Seller to eliminate or reduce the Withholding Amount. Any Withholding Amount timely remitted to the appropriate Governmental Authority shall be treated for all purposes under this Agreement as having been paid to the Person to whom such Withholding Amount otherwise would have been paid. The parties acknowledge and agree as of the date of this Agreement that, to the knowledge of the parties, no withholding is required to be made with respect to any of the payments to Seller set forth in this Agreement so long as Seller delivers the IRS Form W-9, which includes confirmation of no back-up withholding.

6.7. Captions. The headings and captions of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement or be used to construe or interpret any of its provisions.

6.8. No Third-Party Beneficiaries. Except for the provisions of Article V relating to indemnified parties, nothing contained in this Agreement is intended or shall confer upon any other Person, including any union or employee or former employee of Seller, any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

6.9. Severability. In case any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such provision shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

6.10. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute shall be deemed to refer to such statute as amended and to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “include” or “including” means include or including, without limitation. All references in this Agreement to Articles, Sections, Exhibits and Schedules shall be deemed references to articles and sections of, and exhibits and schedules to, this Agreement, respectively, unless the context shall otherwise require. The words “hereof,” “herein” and “hereunder,” and words of similar import, shall refer to this Agreement as a whole and not to

any particular provision of this Agreement. The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. The terms “dollars” and “\$” mean United States Dollars. The words “provided to Buyer” or “made available to Buyer” will mean that information referred to has been posted at least two Business Days before the date of this Agreement in the virtual data room hosted by Buyer under the project name “Project Chelsea.” Any capitalized terms used in any Disclosure Schedule or Exhibit attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. References to a “party” or “parties” means each of or all of the parties to this Agreement, which shall include Buyer and Seller. References herein to any gender include each other gender. The term “or” will mean “and/or”. When calculating the period of time for any act to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, and, if the last day of such period is a non- Business Day, the period in question shall end on the next succeeding Business Day.

6.11. General. Except with respect to disputes regarding the Final Closing Statement (which shall be governed by Section 2.4, and except as provided in Article V, the parties agree that any disputes arising out of or related in any way to this Agreement, including a breach of this Agreement, shall be brought exclusively in the federal courts located in the Northern District of Oklahoma or Western District of Arkansas. By execution and delivery of this Agreement, with respect to any dispute, each of the parties knowingly, voluntarily and irrevocably (a) consents, for itself and in respect of its property, to the exclusive jurisdiction of these courts, (b) waives any immunity or objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may have from or to the bringing of the dispute in such jurisdiction, (c) waives any personal service of any summons, complaint or other process that may be made by any other means permitted by the court, (d) **waives any right to trial by jury**, (e) **agrees that any such dispute will be decided by court trial without a jury**, (f) **understands that it is giving up valuable legal rights under this Section 6.11, including the right to trial by jury, and that it voluntarily and knowingly waives those rights** and (g) agrees that any party to this Agreement may file an original counterpart or a copy of this Section 6.11 with any court as written evidence of the consents, waivers and agreements of the parties set forth in this Section 6.11.

6.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BUYER

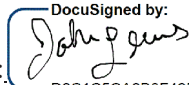
CARDS NEO, LLC

By: 

Dan Christensen, Manager

SELLER

JOHN'S REFUSE, L.L.C.

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By:  _____
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John Lewis, President

OWNER

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John Lewis

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Gloria Lewis

ANNEX 1

ASSETS

1. Personal Property. All of the tangible personal property used, owned or leased (as indicated in the corresponding Schedule) by the Business or Seller, including:

(a) Rolling Stock. The automobiles, trucks, fork lifts, construction vehicles and other motor vehicles listed on Schedule 1(a) (together with all attachments and accessions thereto, collectively, the “***Rolling Stock***”), which such Schedule 1(a) sets forth the listing of the make, model, purchase date, mileage and VIN of all Rolling Stock;

(b) Containers. All roll-off containers used in the Business, including the roll-off containers listed on Schedule 1(b) (collectively, the “***Containers***”);

(c) Inventory. All inventory of supplies, fuel, parts, tires and maintenance accessories located in any location used by Seller and its Affiliates in the operation of the Business listed on Schedule 1(c) (collectively, the “***Inventory***”);

(d) Equipment. All of the machinery, heavy equipment, shop equipment and materials handling equipment (in each case, other than Rolling Stock) located at the Owned Real Property or anywhere else, including those items listed on Schedule 1(d) (collectively, the “***Equipment***”);

(e) Office Equipment. All of the furniture and office equipment located at any location used by Seller and its Affiliates in the operation of the Business (collectively, the “***Office Equipment***”); and

(f) Computer Hardware/Software. All computer hardware and software used in the Business, including the items listed in Schedule 1(f).

2. Assumed Contracts. All Contracts to which the Business or Seller related to the Business is party, including (collectively, the “***Assumed Contracts***”):

(a) Collection Contracts. All Contracts and other rights to provide waste collection services to the customers of the Business (the accounts to provide collection services of the Business to the customers of the Business are collectively referred to herein as the “***Collection Accounts***” and the Contracts or other rights to provide such services are collectively referred to herein as the “***Collection Contracts***”), including the Collection Contracts and Collection Accounts listed on Schedule 2(a);

(b) Disposal Contracts. All Contracts and other rights for disposal services (collectively, the “***Disposal Contracts***”), including the Disposal Contracts listed on Schedule 2(b);

(c) Equipment Leases. The leases relating to leased Equipment (the “***Equipment Leases***”), including the Equipment leases listed on Schedule 2(d);

(d) Government Contracts. All Contracts with Governmental Authorities (collectively, the “***Government Contracts***”), including the Government Contracts listed on Schedule 2(e);

(e) Transferred IP Rights. All licenses and other Contracts with respect to any Transferred IP Right; and

(f) Other Assumed Contracts. All other Contracts listed on Schedule 2(g) (collectively, the “**Other Assumed Contracts**”).

3. Accounts Receivable. All trade and other accounts receivable, and other rights to payment (collectively, the “**Assigned Accounts Receivable**”), including those set forth on Schedule 3; provided, that the Assigned Accounts Receivable shall exclude any inter-company accounts receivable and excluding the last payment due prior to Closing from the Town of Chelsea;

4. Records. All of the following records (collectively, the “**Records**”): (i) operating records, customer records, maintenance files, engineering studies, plans and specifications of the Business or to the extent related to any of the Assets (in whatever format they exist, whether in hard copy or electronic format) and (ii) to the extent transferable under Applicable Law, human resources records, employee personnel files (including all employee investigation files, if applicable) and related files related to the Buyer Employees (collectively, the “**Employee Records**”); provided, that Seller may retain copies of (A) all Employee Records to the extent required by Applicable Law and (B) all Records transferred to Buyer pursuant to this Section 4 needed to comply with any regulations, investigations, audits, or inquiries or for ongoing matters relating to the Excluded Assets;

5. Prepaid Assets. The credits, deferred charges, prepaid expenses, deposits and other prepaid assets, other than those related to Taxes (except for any prepaid sales Taxes and property Taxes relating to the fixed assets included within the Assets), of Seller or any of its Affiliates that are related to the Business (collectively, the “**Prepaid Assets**”), including those set forth on Schedule 5;

6. Permits. All Permits, to the extent transferrable or re-issuable, used or held for use by, or in the possession of, Seller or its Affiliates in connection with the Business or the Owned Real Property, including those listed on Schedule 6;

7. IP Rights. All of the intellectual property rights used in the Business with the exception of the Seller’s name “John’s Refuse, LLC” which is part of the Excluded Assets (the “**Transferred IP Rights**”); provided that Buyer shall have a perpetual license to use the name “John’s Refuse” and “John’s Refuse. L.L.C.” as it deems necessary to operate the Business;

8. Real Property. The Owned Real Property described on Schedule 8;

9. Goodwill. All goodwill and going concern value relating to the Assets or the Business; and

10. Certain Excluded Assets. Those certain Excluded Assets described on Schedule 10.

ANNEX 3.1

REPRESENTATIONS AND WARRANTIES REGARDING OWNER, SELLER, THE ASSETS AND/OR THE BUSINESS

Except as set forth in the Seller's Disclosure Schedules, Seller and Owner hereby represent and warrant with respect to Seller, the Business and the Assets to Buyer as of the date hereof:

1. **Organization and Qualification.** Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Oklahoma. Seller is duly authorized, qualified and licensed under all Applicable Laws to own, lease and operate its properties and to carry on its business in the places and in the manner in which its business is presently conducted, except where the failure to be so authorized or qualified would not have a Seller Material Adverse Effect. A list of all jurisdictions in which Seller and the Business is so authorized, qualified or licensed to do business is set forth on Schedule 1 of the Seller's Disclosure Schedules.

2. **Authority; Binding Effect.**

(a) Owner and Seller have the full limited liability company power, legal capacity and authority (as applicable) to enter into this Agreement and the Ancillary Agreements to which it/she/he is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions.

(b) The execution, delivery and performance of this Agreement and the Ancillary Agreements by Owner and Seller are within her/his/its personal or limited liability company powers, as applicable, and authority and such actions have been duly approved by Seller's managing body or member(s), and no other proceedings on the part of Seller will be necessary to authorize the execution and delivery of this Agreement and the Ancillary Agreements, the performance of its obligations or the consummation by Seller of the Transactions hereunder and thereunder this Agreement and the Ancillary Agreements to which it is party. This Agreement is, and the Ancillary Agreements to which Owner and Seller each are party when executed and delivered will be (assuming the due authorization, execution, and delivery of each by Buyer), the valid and legally binding agreement of Owner and Seller, enforceable against Owner and Seller in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and the effects of general principles of equity.

3. **Consents and Approvals; No Violation.** Except as set forth in Schedule 3 of the Seller's Disclosure Schedules, the execution, delivery and performance of this Agreement and the Ancillary Agreements, the consummation of the Transactions and the fulfillment of the terms of this Agreement and the Ancillary Agreements by Owner and Seller do not and will not, with or without the passage of time or the giving of notice or both:

(a) conflict with, or result in a breach or violation of, any provision of Seller's Organizational Documents;

(b) result in the creation or imposition of any Encumbrance on the Assets;

(c) (i) require Owner and Seller or any other Person to obtain the consent or approval of, any Governmental Authority or other third Person (including, with respect to the transfer of any Permits), or (ii) conflict with, result in a breach of or default under or give rise to any rights of termination, amendment, cancellation, suspension, revocation or acceleration (including accelerated vesting) of, or to a material loss of any benefit to which, or a material increase of any obligation to which Owner, Seller or the

Business is entitled or bound under, any Assumed Contract or otherwise in connection with the Business;
or

(d) conflict with, or result in a breach of, default under or violation of any Applicable Law or Governmental Order to which Owner, Seller or the Business are bound or to which the Assets are subject.

4. Compliance with Laws; Permits.

(a) Owner and Seller have complied, and are now complying, with all Applicable Laws and Permits, in each case, applicable to the conduct of the Business as currently conducted or the ownership and use of the Assets.

(b) All Permits required under Applicable Laws (including Environmental Laws) for Seller to conduct the Business as currently conducted or for the ownership and use of the Assets have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Schedule 4(b) of the Seller's Disclosure Schedules lists all Permits issued to Seller which are related to the conduct of the Business as currently conducted or the ownership and use of the Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth on Schedule 4(b) of the Seller's Disclosure Schedules. With respect to each Permit, Seller has undertaken, or will undertake prior to the Closing Date, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same or adversely affect the terms or conditions of the same.

(c) All Rolling Stock (i) are in material compliance with all United States Department of Transportation standards to the extent applicable to such Rolling Stock and (ii) have been maintained in accordance with normal industry practice and consistent with past practices, and are in good and serviceable condition and repair in all material respects for the purpose for which they are presently used in the Business.

5. Environmental.

(a) Seller has complied, and is in compliance, in all material respects with Environmental Laws with respect to the Assets, including obtaining and complying in all material respects with all Permits required pursuant to Environmental Laws for its ownership and operation of the Assets, and, to Seller's Knowledge, no capital or other expenditures are required, or are reasonably expected to be required in the three (3) years following the Closing Date, to maintain or achieve such compliance, other than as reflected in the Financial Statements.

(b) Seller has not received written notice regarding any actual or alleged violation, or any Liabilities, under Environmental Laws related to the Assets, which either remains pending or unresolved or is the source of ongoing Liabilities or requirements.

(c) There are no pending, or to Seller's Knowledge, threatened Proceedings or Governmental Orders arising under Environmental Laws with respect to the Assets.

(d) Seller maintains, and has at all times during the past three (3) years maintained: (i) all financial assurance (including any bonds, letters of credit, insurance or trust accounts), and (ii) an accrual for any decommissioning, closure or post-closure obligations, in each case of (i) and (ii) as required under any Environmental Law for the operation of the Business or the occupancy or operation of the Assets; and

Schedule 5(d) of the Seller's Disclosure Schedules contains a list of all such financial assurances and accruals.

(e) Except as disclosed on Schedule 5(e) of the Seller's Disclosure Schedules, none of the following exists at the Owned Real Property or anywhere else in connection with the Business: (i) aboveground or underground storage tanks; (ii) asbestos-containing materials in any form or condition, (iii) materials or equipment containing polychlorinated biphenyls, or (iv) landfills, surface impoundments, or waste disposal areas.

(f) With respect to the Business and the Assets, neither Seller, nor to Seller's Knowledge, any other Person, has handled, stored, transported, disposed of, arranged for or permitted the disposal of, or exposed any Person to, any Hazardous Materials in a manner that has given or could give rise to any material Liability under Environmental Law, and there has been no Release of Hazardous Materials on or at any property owned, occupied or utilized by the Business, including the Owned Real Property, in material violation of, or so as to give rise to any material Liability under, Environmental Law.

(g) The Transaction will not result in any Liabilities for site investigation or cleanup, or require the consent of any Person, pursuant to any Environmental Laws, including any so-called "transaction-triggered" or "responsible property transfer" requirements.

(h) Seller has provided or otherwise made available to Buyer: (i) all material environmental reports, studies, audits, records, sampling data, site assessments, risk assessments or other material environmental documents with respect to the Business, the Assets, or the Owned Real Property which are in the possession or reasonable control of Seller; and (ii) all material documents concerning planned capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including costs of remediation, pollution control equipment and operational changes).

6. Financials.

(a) Attached hereto on Schedule 6(a) of the Seller's Disclosure Schedules are complete copies of the following financial statements (collectively, the "**Financial Statements**"): (i) Seller's internally-prepared financial statements consisting of the balance sheet of Seller as of December 31 in each of the years 2020, 2021 and 2022 (the "**Latest Balance Sheet**"), and the related statements of income and retained earnings, stockholders' equity and cash flows for the years then ended and (ii) Seller's internally-prepared financial statements consisting of the balance sheet as of February 28, 2023, and the related statements of income and retained earnings, stockholders' equity and cash flows for the two-month period then ended.

(b) For the twelve-month period ending December 31, 2022, total revenue of the Business was not less than \$2,000,000 and (ii) total EBITDA of the Business was not less than \$600,000.

(c) The Financial Statements (i) have been prepared from, and are in accordance with, the books and records of Seller, which books and records are true, correct and complete, have been maintained in accordance with sound business practices, and have been made available to Buyer for review, (ii) fairly present, in all material respects, the financial position of the Business as of the dates thereof and the operating results and cash flows of the Business for the periods then ended, and (iii) have been prepared based on a cash basis consistently applied throughout the periods involved. No accountant has notified Seller of any weaknesses in internal accounting controls of Seller related to the Business. Seller has not engaged in any transaction, maintained any bank account, or used any corporate funds except for the transactions, bank accounts or funds, which have been and are reflected in Seller's books and records.

(d) Schedule 6(d) of the Seller's Disclosure Schedules sets forth, a complete and correct list of all Indebtedness of (i) Seller or (ii) secured by assets to be transferred (directly or indirectly) pursuant hereto, identifying the creditor, the type of instrument under which the Indebtedness is owed, the relevant collateral, if any, and the amount of such Indebtedness as of the date hereof. No such Indebtedness contains any restriction upon: (A) the prepayment of any of such Indebtedness; (B) the incurrence of other Indebtedness by Seller; or (C) the ability of Seller to grant any Encumbrance on its properties or assets. None of Seller or any other obligor on such Indebtedness is in default and no payments are past due. The consummation of the transactions contemplated hereby will not cause a default, breach or acceleration, automatic or otherwise, of any conditions, covenants or any other terms of any such Indebtedness.

7. Assets; Personal Property.

(a) Ownership. Seller has good and marketable title to, a valid leasehold interest in, or a valid license to use, each of the Assets, free and clear of all Encumbrances except for Permitted Encumbrances. At the Closing, upon the consummation of the Transactions, Seller shall convey to Buyer good and marketable title to or, as applicable, valid leasehold interests in the Assets, free and clear of all Encumbrances (other than Encumbrances created by Buyer and Permitted Encumbrances).

(b) Sufficiency. The Assets constitute all of the tangible and intangible assets, properties and services of any nature whatsoever and wherever located used to conduct the Business in the manner that the Business is currently being conducted and has been conducted during the period covered by the Financial Statements and the Assets will be, immediately after the Closing, sufficient and adequate for the continued conduct of the Business in substantially the same manner as conducted prior to the Closing.

(c) Condition.

(i) The Assets are free from material defects, have been maintained in accordance with normal industry practice and consistent with past practices, and are in good and serviceable condition and repair in all material respects for the purpose for which they are presently used in the Business, subject to normal wear and tear, are not obsolete or in need of renewal or replacement (except in the ordinary course of business), and are suitable for the purposes for which they are presently used in the Business.

(ii) All Rolling Stock included in the Assets is in material compliance with all United States Department of Transportation standards to the extent applicable to such Rolling Stock.

(iii) Neither Seller, nor anyone else, has made any modifications to any of the Equipment, Rolling Stock and any other tangible personal property that is included in the Assets that would void or invalidate any manufacturer's warranty or cause such tangible personal property not to be in material compliance with any Applicable Law.

8. Contracts.

(a) List of Material Contracts. Listed on Schedule 8(a) of the Seller's Disclosure Schedules is a complete and accurate list of each Contract pertaining to the Business or the Assets, including the following (each a "**Material Contract**"):

- (i) any Material Collection Contract;
- (ii) any Material Disposal Contract;

- (iii) any Contract that contains “most favored nations” or similar preferential pricing terms;
- (iv) any Contract that grants to any Person an option or a right of first refusal or similar preferential right to purchase, acquire or use any asset of the Business;
- (v) any Contract that relates to Indebtedness impacting the Business or the Assets or the mortgaging, pledging or otherwise placing of an Encumbrance on any Asset;
- (vi) any Contract with a Material Vendor or Material Customer;
- (vii) any Restrictive Agreement containing restrictions that (a) are binding on Seller, or (b) benefit Seller;
- (viii) any Contract for the employment or engagement of any individual employee or service provider or other Person (including on a full-time, part-time, temporary, consulting or other basis) other than any “at-will” Contract that may be terminated by the Seller upon 30 days or less advance notice without penalty;
- (ix) any Contract with any staffing agency, labor agency, or similar provider of temporary workers;
- (x) any Contract that contains terms relating to sale, change of control, retention or transition bonuses or other payments to any current or former employee, officer, director or other service provider of the Seller arguably triggered, in whole or in part, as a result of the Transactions;
- (xi) any Contract under which the Seller agrees to indemnify any Person, other than Contracts entered into in the ordinary course the primary purpose of which is not to provide indemnification;
- (xii) any surety bond or performance bond or similar instrument or other agreement governing any surety bond or performance bond or similar instrument;
- (xiii) any Contract that is a settlement agreement that has ongoing obligations and is related to the Business;
- (xiv) any Contract with annual payments by any party over \$25,000;
- (xv) any Contract that contains any obligations that are required to be classified as capitalized lease obligations;
- (xvi) any Contract granting a power of attorney to another Person; or
- (xvii) any Contract that contains any exclusivity, minimum purchase or spend commitment requirements or take-or-pay provision binding on the Business.

Seller has made available to Buyer prior to the date hereof a true, correct and complete copy of each written Material Contract and Schedule 8(a) of the Seller’s Disclosure Schedules sets forth a correct and complete and accurate description of all material terms of each oral Material Contract.

(b) Enforceability; No Breach or Default. All Material Contracts are in full force and effect and are valid, binding and enforceable against Seller and, to the Seller’s Knowledge, the other parties

thereto in accordance with their respective provisions. No material breach or default has occurred nor has there occurred an event or condition which with the passage of time or giving of notice (or both) would constitute a material breach by Seller or, to Seller's Knowledge, any other party to any Material Contract. No Seller has received any written notice that any Person intends or desires to modify, waive, amend, rescind, release, cancel or terminate any Material Contract.

(c) Government Contracts. Neither Seller (with respect to the Business) nor the Business has (i) materially breached or violated any Government Contract; (ii) been suspended or debarred from bidding on Government Contracts by a Governmental Authority; (iii) been audited or investigated by any Governmental Authority with respect to any Government Contract; (iv) received any written notice of breach, cure, show cause or default from any Governmental Authority with respect to any Government Contract; or (v) had any Government Contract terminated by any Governmental Authority for failure to perform. No Government Contract is subject to price redetermination or renegotiation.

9. Taxes. Except as set forth on Schedule 9 of the Seller's Disclosure Schedules:

(a) Seller, either separately or as a member of an Affiliated Group, (i) has completed and timely filed all income Tax Returns and all other material Tax Returns required to be filed with any Tax authority for any Pre-Closing Period and (ii) have paid (or have had paid on its behalf) all income and other material Taxes (whether or not shown as due on any such Tax Return). Such Tax Returns are true, complete and correct in all material respects. There are no Encumbrances for Taxes on any of the Assets, or otherwise with respect to the Business, other than Encumbrances for Taxes not yet due and payable. No extension of time to pay any Taxes has been entered into by or with respect to the Business or any of the Assets.

(b) No Tax Return required to be filed by or with respect to the Business or any of the Assets has been audited by any Taxing Authority for any Tax year which remains open and subject to audit. There is no claim, action, suit, proceeding or investigation now pending or, to the Seller's Knowledge, threatened in writing against or with respect to the Business or any of the Assets in respect of any material Tax. No voluntary disclosure proceeding with respect to the Business or any of the Assets has been commenced in any U.S. state, local or non-U.S. jurisdiction that has not been fully resolved or settled. No extension or waiver of the statute of limitations applicable to any Tax Return or within which any Tax may be assessed or collected has been granted by or with respect to the Business or any of the Assets, which period (after giving effect to such extension or waiver) has not yet expired.

(c) No Governmental Authority in a jurisdiction where Tax Returns are not filed by or with respect to the Business or any of the Assets has claimed that the Business may be subject to taxation in such jurisdiction.

(d) All amounts required to be withheld in connection with amounts paid or owing to any employee, independent contractor, creditor, member or other Person by or with respect to the Business or any of the Assets have been timely withheld and remitted to the appropriate Taxing Authority. Seller has complied in all material respects with applicable information returns or reporting requirements that are required to have been filed or provided by or with respect to the Business or any of the Assets.

(e) None of the Assets are "tax-exempt use property" within the meaning of Section 168(h) of the Code.

(f) Seller has not been subject to, nor has Seller applied for, any private letter ruling, request for administrative relief, request for technical advice, request for a change of any method of accounting of the IRS or comparable rulings of any Governmental Authority, in each case, with respect to the Business or any of the Assets.

(g) The Federal Employee Identification Numbers for Seller is: 26-4410446.

10. Litigation. Except as set forth on Schedule 10 of the Seller's Disclosure Schedules, (a) there are no Proceedings pending or, to Seller's Knowledge, threatened against Seller or its Affiliates relating to the Assets or the Business, at law or in equity, by or before any federal, state or local court or regulatory agency or other Governmental Authority, (b) there are no existing Governmental Orders, judgments or decrees of any Governmental Authority affecting any of the Assets or the Business, and (c) there are no Proceedings pending or, to Seller's Knowledge, threatened, against Seller or its Affiliates that could result in an Encumbrance on the Assets. Also listed on Schedule 10 of the Seller's Disclosure Schedules are all Proceedings where Seller is the plaintiff, or complaining or moving party, in any way related to the Assets or the Business.

11. Conduct of the Business. Since January 1, 2022, except as disclosed on Schedule 11 of the Seller's Disclosure Schedules or as expressly set forth in this Agreement, (i) Seller has operated the Assets and the Business in the ordinary course of business consistent with past practices and (ii) there has not been:

(a) any event or condition that individually or in the aggregate has resulted in a Seller Material Adverse Effect or would reasonably be expected to result in a Seller Material Adverse Effect;

(b) any change, except in the ordinary course of business, in the contingent Liabilities of the Business by way of guaranty, endorsement, indemnity, warranty or otherwise;

(c) any Liability incurred, assumed or guaranteed by the Business, except those for immaterial amounts and those for current Liabilities incurred in the ordinary course of business;

(d) unless as otherwise listed as an Asset under Section 1.1 and Annex 1, any acquisition or purchase of any properties or assets (or group of related properties or assets) by the Business in excess of \$25,000 in the aggregate or sale, assignment, license, transfer, conveyance, lease, abandonment, lapsing of, or other form of disposition of any properties or assets (or group of related properties or assets) in excess of \$25,000;

(e) any incurrence, authorization of or commitment by the Business to make any capital expenditures (or series of related capital expenditures) that exceed \$25,000 in the aggregate;

(f) (i) any action or practice that has had or would reasonably be expected to have the effect of (A) accelerating to pre-Closing periods collections of receivables that would otherwise be expected (based on past practice) to be made in post-Closing periods, or (B) postponing to post-Closing periods payments by Seller or the Business that would otherwise be expected (based on past practice) to be made in pre-Closing Periods, or (ii) any other promotional sales, discount activity or deferred revenue activity, in each case in this clause (ii), in a manner outside of the ordinary course of business; or

(g) any arrangement or commitment by Seller or any of its Affiliates with respect to the Business to do any of the acts described in subsections (a) through (f) above.

12. Employment and Labor Matters.

(a) Schedule 12(a) of the Seller's Disclosure Schedules sets forth a true, complete, and accurate list of each employee of the Business (the "**Employees**") together with the following information for each listed person: (i) employee's name, (ii) job title, (iii) exempt or non-exempt classification under the Fair Labor Standards Act or equivalent state or local Applicable Law, (iv) annual salary, commission and/or hourly or daily wage rate (as applicable), (v) to the extent applicable, other compensation payable (including bonuses, deferred compensation, commission arrangements, or other forms of compensation),

(vi) leave status, (vii) work location, (viii) the legal entity by which they are employed, (ix) full-time or part-time status, (x) vacation eligibility for the current calendar year (including any accrued, unused vacation carried over from prior years) and (xi) visa status (if applicable). No Employees are located outside of the United States. Except as set forth on Schedule 12(a) of the Seller's Disclosure Schedules, all Employees are employees at will and can be terminated without the requirement of advance notice.

(b) Seller and its Affiliates have not been and are not negotiating, party to, or bound by any Labor Agreement, and no Employees are represented by any labor union, works council, or other labor organization with respect to their employment. There have never been any labor union organizing activity pending or threatened nor any demand for recognition or certification with respect to the Employees. There have never been any actual or threatened, strikes, lockouts, picketing, material labor disputes, work stoppages, slow-downs, boycotts, handbilling, walkouts, demonstrations, leafleting, sit-ins, sick-outs or other forms of organized labor disruption with respect to Seller, any of its Affiliates, or the Business.

(c) With respect to the Assets, the Employees and the operation of the Business, Seller is, and has been, in compliance with all Applicable Laws regarding labor and employment. There has not been any Proceeding pending or, to Seller's Knowledge, threatened or reasonably anticipated, against Seller relating to any labor or employment matter. No Employee, temporary employee, independent contractor, consultant, or service provider of the Business has been or is being investigated in connection with any misconduct, nor, to Seller's Knowledge, engaged in any conduct, or aided or assisted any other person or entity to engage in any conduct or cover-up of such conduct, that could reasonably cause damage to the reputation of the Assets or the Business, including any conduct constituting sexual misconduct, sexual harassment, harassment, or discrimination. Each of the Employees has all work permits, immigration permits, visas, or other authorizations required by Applicable Law for such Employee given the duties and nature of such employee's employment. To Seller's Knowledge, no Employee or group of Employees intended to terminate their employment during the next twelve (12) months.

(d) Seller has not implemented any "plant closing" or "mass layoff" of Employees as those terms are defined in the WARN Act, has not failed to provide any advance notice required by the WARN Act, and no employee layoffs, plant closings, reductions in force, furloughs, temporary layoffs, salary or wage reductions, work schedule changes or other such actions are currently contemplated.

13. Employee Benefit Plans.

(a) Schedule 13 of the Seller's Disclosure Schedules sets forth a true, complete and accurate list of each Seller Benefit Plan.

(b) With respect to each Seller Benefit Plan, Seller has made available to Buyer copies of each of the following documents: (i) each Seller Benefit Plan (including all amendments thereto); (ii) the most recent summary plan description, together with each summary of material modifications, if required under ERISA, with respect to such Benefit Plan; and (iii) the most recent determination letter received from the United States Internal Revenue Service with respect to each Benefit Plan that is intended to be qualified under Section 401(a) of the Code.

(c) Each Seller Benefit Plan that is intended to be "qualified" under Section 401(a) of the Code either has received a current favorable determination from the Internal Revenue Service or may rely upon a current favorable opinion letter from the Internal Revenue Service that Seller Benefit Plan is so qualified, and nothing has occurred that could reasonably be expected to adversely affect Seller Benefit Plan's qualified status.

(d) No Seller Benefit Plan is, and neither Seller nor any ERISA Affiliate has any current or contingent Liability with respect to or has, within the past six years, terminated any “defined benefit plan” (as defined in Section 3(35) of ERISA) or any other plan that is or was subject to Title IV of ERISA or Sections 412 or 430 of the Code, or incurred any liability in connection with a termination of any such plan. No Seller Benefit Plan is, and neither Seller nor any ERISA Affiliate maintains, sponsors, contributes to, has any obligation to contribute to, or has any current or can reasonably expect to have future Liability under or with respect to (i) any “multiemployer plan” (as defined in Section 3(37) or 4001(a)(3) of ERISA), (ii) any multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA), or (iii) any multiple employer plan (as described in Section 413(c) of the Code). None of the Assets is subject to a lien under ERISA, and no “controlled group” Liabilities under ERISA have been incurred that have not yet been satisfied in full.

(e) The Business has no current or contingent obligation to provide post-termination, post-ownership, or retiree health or welfare benefits to any Person beyond those required by COBRA for which the covered Person pays the full premium cost of coverage. The Business has not incurred (whether or not assessed) or could reasonably be expected to incur any Tax or penalty under Sections 4980B, 4980D, 4980H 6721 or 6722 of the Code.

14. No Broker’s or Finder’s Fees. No agent, broker, investment banker, finder, financial advisor or other Person is or will be entitled to any brokerage commissions, finder’s fees or similar compensation in connection with the Transactions based on any agreement, arrangement or understanding made by or on behalf of Seller or any of its Affiliates or to Seller or any of its Affiliates is subject.

15. Related Party Contracts. None of the Affiliates, current officers, directors, key employees, shareholders, managers, members or equity holders of Seller or any of its Affiliates, or any members of the immediate families of any of the foregoing or any Affiliate of any of the foregoing (a) is a party to a Contract or transaction with Seller that pertains to the Business or the Assets (other than any Seller Benefit Plan) or (b) holds any direct or indirect interest in any Asset or Assumed Liability or in any other assets (including Contracts) used or held for use in the conduct of the Business.

16. Material Customers. Schedule 16 of the Seller’s Disclosure Schedules sets forth a consolidated list of the top twenty (20) customers of the Business by dollar volume of sales for the fiscal years ended December 31, 2021 and December 31, 2022 (each, a “**Material Customer**”) and sets forth the dollar amount of sales for each such period. Since January 1, 2021, no Seller has received any written or, to Seller’s Knowledge, oral notice from any Material Customer that such Material Customer has stopped or intends to stop, materially decrease the rate of, or materially change the terms (whether related to payment, price or otherwise) with respect to the purchase of materials, products or services of Seller (whether as a result of the consummation of the Transactions or otherwise). Seller has not received from any Material Customer or delivered to any Material Customer any notice of a material dispute between Seller and such Material Customer.

17. Material Vendors. Schedule 17 of the Seller’s Disclosure Schedules sets forth a consolidated list of the top ten (10) vendors of the Business by dollar volume of purchases for the fiscal years ended December 31, 2021 and December 31, 2022 (each, a “**Material Vendor**”) and sets forth the dollar amount of purchases by Seller for each such period. Since January 1, 2021, (a) no Material Vendor has materially reduced, modified or otherwise discontinued the terms on which such products or services are supplied, (b) no Material Vendor has threatened (whether in writing or, to Seller’s Knowledge, orally), to materially reduce, modify or discontinue the terms of sale of products or services that are supplied to Seller or the Business, and (c) to Seller’s Knowledge, the Transactions will not materially adversely affect the relationship of Buyer with any Material Vendor. There are no material disputes pending or threatened between any such Material Vendor and Seller.

18. Real Property.

(a) Neither Seller nor the Business is party to any real property leases or similar arrangements. The only real property occupied by Seller or the Business at any time during the previous five (5) years is or has been the Owned Real Property.

(b) Seller has good, marketable and insurable fee simple title to the Owned Real Property in each case, free and clear of all Encumbrances, subject only to Permitted Encumbrances. The Owned Real Property has its own tax identification number, separate from any adjoining property.

(c) With respect to the Owned Real Property:

(i) Seller has not received notice of any pending or threatened condemnation or eminent domain proceedings or their local equivalent affecting or relating to the Owned Real Property or any access thereto;

(ii) the use and occupancy of the Owned Real Property by Seller and the Business, and, to Seller's Knowledge, by any other Person, and the conduct of the Business thereon by Seller, does not violate, in any material respect, any encumbrances, easements, conditions, covenants, deed restrictions, or Applicable Law including building codes, fire code, zoning, subdivision or other land use or similar laws;

(iii) there are no parties (other than Seller) in possession of the parcels of the Owned Real Property, and there are no Contracts entered into by Seller, otherwise existing, which grant to any party or parties the right of use or occupancy of any portion of the parcels of the Owned Real Property;

(iv) improvements and buildings on the Owned Real Property are in good repair in all material respects, normal wear and tear related to such improvements and buildings' intended use excepted, and the roofs thereof are watertight; and the structural components and systems (including plumbing, electrical, air conditioning/heating, and sprinklers) are in good working order in all material respects, normal wear and tear related to such improvements and buildings' intended use excepted, and adequate for the use of the Owned Real Property in the manner in which presently used;

(v) there are no septic tanks or systems relating thereto on the Owned Real Property, and the Owned Real Property is separately supplied with utilities and other services reasonably necessary for the operation of the Business including as currently conducted thereon, including electricity, water, telephone, internet, sanitary sewer and storm sewer, all of which services are, to Seller's Knowledge, are adequate in accordance with all Applicable Laws;

(vi) Each parcel of Owned Real Property has direct access to a public street adjoining the Owned Real Property, and such access is not dependent on any land, easement or other real property interest which is not included in the Owned Real Property;

(vii) The Owned Property does not serve any adjoining property for any purpose inconsistent with the use of the Owned Real Property.

(viii) there are no easements, encumbrances, covenants, conditions, reservations or restrictions of record which would adversely affect Buyer's use of the Owned Real Property after the Closing in a manner consistent with its current use;

(ix) Neither Seller nor or any of its Affiliates owns or holds, or is obligated under or is a party to, any option, right of first refusal or other contractual right to purchase, acquire, sell, assign or dispose of the Owned Real Property or any portion thereof or interest therein;

(x) Seller has not received any notice that the buildings and improvements are not located within the boundary lines of the Owned Real Property or are in violation of applicable setback requirements, local zoning laws and ordinances, or encroach on any easement which may burden the land;

(xi) Seller has not received any notice from any insurance company that has issued a policy with respect to the Owned Real Property requiring performance of any structural or other repairs or alterations to such Owned Real Property that have not been completed;

(xii) Seller and the Owned Real Property have all certificates of occupancy, permits, licenses, certificates of authority, authorizations, approvals, registrations, and other similar consents issued by or obtained from any governmental authority necessary or useful for the current use and operation of the Owned Real Property; and

(xiii) true and complete copies of all vesting deeds, policies of title insurance currently existing in favor of Seller or any of its Affiliates with respect to the Owned Real Property, together with legible and complete copies of all documents referenced therein, and any surveys of the Owned Real Property, in the possession or control of Seller, have been made available for review by Buyer.

19. No Untrue Statements/Omissions. No representation or warranty or other statement made by Seller in this Agreement, the Schedules attached hereto, the Ancillary Agreements or otherwise in connection with the Transactions contains any untrue statement of material fact or omits to state a material fact necessary to make the statements in this Agreement, in light of the circumstances in which they were made, not misleading.

ANNEX 3.2

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller as of the date hereof:

1. Organization and Qualification. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of the state of Oklahoma.

2. Authority; Binding Effect.

(a) Buyer has full power to enter into this Agreement and the Ancillary Agreements to which it is a party, and to perform its obligations hereunder and thereunder and to consummate the Transactions.

(b) The execution, delivery and performance of this Agreement and the Ancillary Agreements by Buyer is within its limited liability company powers and authority and such actions have been approved by all requisite action on the part of Buyer, and no other proceedings on the part of Buyer will be necessary to authorize the execution and delivery of this Agreement and the Ancillary Agreements by the Buyer, or the performance of its obligations hereunder and thereunder or the consummation of the Transactions. This Agreement is, and the Ancillary Agreements to which Buyer is party to when executed and delivered will be (assuming the due authorization, execution and delivery of each by Seller), the valid and legally binding agreement of Buyer, enforceable against Buyer in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and the effects of general principles of equity.

3. Consents and Approvals; No Violation. The execution, delivery and performance of this Agreement and the Ancillary Agreements, the consummation of the Transactions and the fulfillment of the terms of this Agreement and the Ancillary Agreements by Buyer do not and will not, with or without the passage of time or the giving of notice or both: (a) conflict with, or result in a breach or violation of, Buyer's Organizational Documents; (b) require Buyer to provide notice to, or obtain the consent or approval of, any Governmental Authority; or (c) conflict with, or result in a material breach of or default under any Applicable Law to which Buyer is bound or its material assets are subject.

4. Litigation. There are no Proceedings pending or, to Buyer's Knowledge, threatened against Buyer that would reasonably be expected to have a Buyer Material Adverse Effect.

5. No Broker's or Finder's Fees. No agent, broker, investment banker, finder, financial advisor or other Person is or will be entitled to any brokerage commissions, finder's fees or similar compensation in connection with the Transactions based on any agreement, arrangement or understanding made by or on behalf of Buyer or any Affiliate thereof or to which Buyer or any Affiliate thereof is subject.

ANNEX 4

DEFINITIONS

“Accounting Principles” means (a) the same accounting principles, policies, methodologies or procedures (with consistent classifications, judgments, elections, inclusions, exclusions and valuation and estimation methodologies) used in the preparation of the example calculation of the Estimated Working Capital set forth on Exhibit A-2 (including with respect to the components thereof) and (b) to the extent not inconsistent with clause (a), GAAP in a manner consistent with the Financial Statements.

“Adjustment Holdback Amount” means an amount equal to \$100,000.

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlled by, controlling or under common control with such Person. For purposes of this definition, a Person shall be deemed to control another Person if such first Person directly or indirectly owns or holds 10% or more of the ownership interest in such other Person. Notwithstanding the foregoing, in no event shall Buyer be considered an Affiliate or any portfolio company or investment fund affiliated with Kinderhook Industries, LLC.

“Affiliated Group” means an affiliated group as defined in Code Section 1504(a) or any similar group defined under a similar provision of state or local tax law.

“Agreement” has the meaning specified in the Preamble.

“Allocation” has the meaning specified in Section 2.4(d).

“Ancillary Agreements” means the Bill of Sale, the Assignment and Assumption Agreement, the Deed and the other documents and agreements delivered by the parties pursuant to the terms of this Agreement.

“Applicable Laws” means all laws (including common law), constitutions, treaties, statutes, acts, rules, decrees, writs, regulations, orders, codes, ordinances (including zoning restrictions and land use requirements and Environmental Laws and regulations), rulings, injunctions, awards, and decisions of any Governmental Authority, and any Governmental Order.

“Assets” has the meaning specified in Section 1.1.

“Assigned Accounts Receivable” has the meaning specified in Section 3 of Annex 1.

“Assignment and Assumption Agreement” means an assignment and assumption agreement in form and substance reasonably acceptable to Buyer.

“Assumed Contracts” has the meaning specified in Section 2 of Annex 1.

“Assumed Liabilities” means the following (and only the following) Liabilities of Seller, in each case, solely to the extent related to the Assets or the Business: (a) all Liabilities arising under or pursuant to the Assumed Contracts listed on Schedules 2(a), 2(b), 2(c), 2(d), and 2(f) of Annex 1, solely to the extent that such Liabilities arise after the Closing Date, and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller on or prior to the Closing Date; (b) all Deferred Revenue solely to the extent included in Closing Deferred Revenue; and (c) all Liabilities relating to the Buyer Employees after the Closing Date.

“Base Purchase Price” has the meaning specified in Section 2.1.

“Benefit Plans” shall mean any (a) “cafeteria plan” as described in Code Section 125, (b) “employee welfare benefit plan,” as defined in ERISA Section 3(1), (c) “employee pension benefit plan” as defined in ERISA Section 3(2), whether insured or otherwise, and (d) any employment, consulting, separation, bonus, deferred compensation, incentive compensation, equity appreciation right, equity or equity-based, incentive, severance, change-in-control, termination pay, hospitalization, medical, disability, life, supplemental unemployment, profit-sharing, pension or retirement, vacation, paid time off, fringe benefit or other benefit or compensation plan, program, policy, agreement or arrangement.

“Bill of Sale” means a bill of sale in form and substance reasonably acceptable to Buyer.

“Business” has the meaning specified in the Recitals.

“Business Day” means any day that is not a Saturday, a Sunday or any other day on which banks are authorized or required by Applicable Law to be closed in New York, New York.

“Buyer” has the meaning specified in the Preamble.

“Buyer Employee” has the meaning specified in Section 4.2(a).

“Buyer Indemnitees” has the meaning specified in Section 5.2(a).

“Buyer Material Adverse Effect” means, with respect to Buyer, an effect, event or change which has a material adverse effect on the ability of Buyer to perform its obligations hereunder and/or to otherwise consummate the Transactions in accordance with the terms hereof.

“Closing” and **“Closing Date”** have the meanings specified in Section 2.2.

“Closing Deferred Revenue” means Deferred Revenue of the Seller as of immediately prior to the Closing.

“Closing Indebtedness” means Indebtedness of the Seller as of immediately prior to the Closing.

“Closing Transaction Expense” means Transaction Expenses that remain unpaid as of immediately prior to Closing.

“Closing Payment Statement” has the meaning specified in Section 2.3(e).

“Closing Working Capital” means, as of immediately prior to the Closing, (a) the sum of the current assets consisting of the Assigned Accounts Receivable and the Prepaid Assets, minus (b) the sum of the current liabilities consisting of an amount equal to all Liabilities, obligations or amounts owed to Buyer Employees that are outstanding as of immediately prior to the Closing Date relating to the employment of such individuals as set forth on Schedule [•], including, but not limited to, (1) accrued payroll and bonuses and accrued but unused vacation or other paid time off, sick or personal days of each Buyer Employee as of and prior to the Closing Date and (2) obligations, claims, Liabilities and commitments under Seller’s compensation practices and Seller Benefit Plans. Closing Working Capital shall be determined in accordance with the Accounting Principles.

“COBRA” means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any similar Applicable Law.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Collection Accounts” has the meaning specified in Section 2(a) of Annex 1.

“Collection Contracts” has the meaning specified in Section 2(a) of Annex 1.

“Confidential Information” has the meaning specified in Section 4.8.

“Consulting Agreements” mean a consulting agreement in form and substance reasonably acceptable to Buyer and Seller that provides for the engagement by Buyer of Crystal Miller and Jeremy Miller.

“Containers” has the meaning specified in Section 1(b) of Annex 1.

“Contract” means any agreement, contract, arrangement, understanding, lease, subleases, note, bond, mortgage, indenture, loan agreement, franchise agreement, covenant, employment agreement, license, instrument, purchase and sales order, commitment, undertaking, obligation, or other legally binding agreement, whether written or oral, and including all amendments, modifications and supplements thereto.

“COVID-19” means SARS-CoV-2 or COVID-19, and any evolutions thereof or related or associate epidemics, pandemic or disease outbreaks.

“Deed” means a special warranty deed, or its closest jurisdictional equivalent depending on Applicable Laws, for the transfer of the Owned Real Property to the Buyer, subject only to Permitted Encumbrances, in each case, in form and substance reasonably acceptable to Buyer.

“Deferred Revenue” means, as of a time, all Liabilities for the customer deposits and deferred revenue obligations related to the Business as of such time.

“Disposal Contracts” has the meaning specified in Section 2(b) of Section 2(b).

“Dispute Notice” has the meaning specified in Section 2.4(b).

“Employee” has the meaning specified in Section 12(a) of Annex 3.1.

“Employee Records” has the meaning specified in Section 4 of Annex 1.

“Encumbrances” means liens, security interests, encumbrances, Indebtedness (including any Indebtedness under any Assumed Contract), adverse claims, leases, subleases, licenses, rights of repurchase or purchase, rights of first refusal, pledges, mortgages, deed of trust, voting trusts, equities and other restrictions, limitations or conditions on transfer of any nature whatsoever.

“Environmental Laws” means all Applicable Laws and Governmental Orders concerning or relating to public health and safety, worker/occupational health and safety (to the extent related to the handling of, or exposure to, any Hazardous Material), pollution or protection of the environment or natural resources, including those relating to the presence, manufacture, refining, production, generation, processing, distribution, use, treatment, recycling, transfer, importing, labeling, testing, processing, storage, transport, handling, Release, control, or cleanup of, or exposure of any Person to, Hazardous Materials.

“Environmental Permit” means any Permit issued or required by a Governmental Authority pursuant to Environmental Law.

“Equipment” has the meaning specified in Section 1(d) of Annex 1.

“Equipment Leases” has the meaning specified in Section 2(d) of Annex 1.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with the Seller is, or at any time was, treated as a single employer or under common control within the meaning of Section 414 of the Code or Section 4001 of ERISA.

“Estimated Deferred Revenue” has the meaning specified in Section 2.3(e).

“Estimated Purchase Price” has the meaning specified in Section 2.1.

“Estimated Working Capital” has the meaning specified in Section 2.3(e).

“Excluded Assets” means all of the following assets, rights, claims or properties owned by Seller or any of its Affiliates to the extent not related to the Business, which shall include the following assets, rights, claims or properties: (a) all cash or cash equivalents on hand or held in any account of Seller, and all bank accounts of Seller; (b) all shares of capital stock or other equity interests of Seller and its Affiliates; (c) all corporate or other entity-level records of Seller, including corporate charters, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, Tax Records (other than any Tax Records that relate solely to the Business or any of the Assets), blank stock certificates and other documents relating to the organization, maintenance and existence of Seller; (d) any Records of Seller to the extent related to any Excluded Assets or Excluded Liabilities (including files relating to Taxes and personnel files); (e) sponsorship of and all assets held under any Seller Benefit Plans; and (f) all assets described on Schedule 10 of Annex 1.

“Excluded Liabilities” means any Liability or obligation of Seller or any of its Affiliates, whether or not of, associated with, or arising from any of the Assets or the Business, and whether carried or not carried on the books and records of Seller or any of its Affiliates, including: (a) any Liabilities of Seller, any of their Affiliates or otherwise related to the Business for Taxes, whether or not accrued, assessed or currently due and payable, including any Taxes arising from the ownership, operation or use of the Assets for any Pre-Closing Period, which shall include any Tax incurred by the Buyer in respect of Assigned Accounts Receivable, which were not accrued for federal income tax purposes prior to the Closing Date; (b) any Liabilities of Seller, any of its Affiliates or otherwise related to the Business or the Assets for Transaction Expenses incurred in connection with the Transactions; (c) any Liability or Indebtedness, including accounts payable; (d) (i) All Liabilities or obligations arising under, in connection with or otherwise related to any Seller Benefit Plan or any other benefit or compensation plan, program, policy, agreement or arrangement to which Seller, any of its Affiliates or the Business otherwise has any Liability, contingent or otherwise and (ii) all Liabilities with respect to (A) all Employees that do not become Buyer Employees and (B) the Buyer Employees with respect to any act, circumstance or omission on or before the Closing; (e) Any Liability of Seller or any of its Affiliates in respect of or arising out of any Contract that is not an Assumed Contract; (f) any Liability of Seller or any of its Affiliates to the extent relating to or arising out of any Excluded Assets; (g) all Liabilities under Environmental Laws to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller or its Affiliates; and (h) All other Liabilities arising out of events, facts or circumstances (in whole or in part) relating to or arising out of the Business, or Seller’s use or ownership of the Assets on or prior to the Closing Date.

“Final Closing Statement” has the meaning specified in Section 2.4(a).

“Final Determination Date” has the meaning specified in Section 2.4(c).

“Final Purchase Price” means (a) the Base Purchase Price, plus (b) the amount, if any, by which Closing Working Capital (as set forth in the Final Closing Statement) exceeds Target Working Capital, or minus (c) the amount, if any, by which Target Working Capital exceeds Closing Working Capital (as set forth in the Final Closing Statement) minus (d) Closing Deferred Revenue (as set forth in the Final Closing Statement) minus (e) the Final Closing Indebtedness and minus (f) the Final Transaction Expenses.

“Financial Statements” has the meaning specified in Section 6(a) of Annex 3.1.

“Fraud Claims” means claims based upon a willful, fraudulent or intentional misrepresentation of any party contained in this Agreement or Seller’s Disclosure Schedules, as applicable.

“GAAP” means generally accepted accounting principles in the United States of America.

“Governmental Authority” means any United States of America federal, state or local or any foreign authority or government and any political subdivision of any of the foregoing, any multinational organization or body, any agency, department, commission, board, bureau, court, tribunal, arbitral body or other authority (public or private) of any of the foregoing, or any quasi- governmental or private body exercising, or purporting to exercise, any executive, legislative, judicial, administrative, police, regulatory or Taxing Authority or power of any nature.

“Government Contracts” has the meaning specified in Section 2(d) of Annex 1.

“Governmental Order” means any order, ruling, decision, writ, subpoena, mandate, judgment, injunction, decree, stipulation, settlement, determination or award entered by or with any Governmental Authority.

“Hazardous Materials” means any material, substance or waste which is regulated by or for which Liability or standards of conduct may be imposed pursuant to any Environmental Law, including any material, substance or waste which is defined as a “hazardous material,” “hazardous substance,” “hazardous waste,” “solid waste,” “pollutant,” “contaminant,” “toxic waste,” or “toxic substance” (or terms of similar meaning or regulatory effect) under any Environmental Law, and including petroleum or any fraction thereof, petroleum products or byproducts, natural gas, natural gas liquids, polychlorinated biphenyls, asbestos or asbestos-containing materials, urea formaldehyde, per- and polyfluoroalkyl substances, toxic mold, radon, and radiation.

“Held Asset” has the meaning specified in Section 4.4(b)(ii).

“Indebtedness” means, without duplication, (a) any indebtedness for borrowed money or issued or incurred in substitution for or exchange of indebtedness for borrowed money (including loans made pursuant to the Paycheck Protection Program as set forth in the CARES Act), (b) any indebtedness evidenced by any note, bond, mortgage, debenture or other debt security, (c) any Liability, whether contingent or otherwise, for the deferred purchase price of property or services with respect to which a Person is liable, (d) any indebtedness secured by an Encumbrance on a Person’s assets, (e) any obligations of a Person under leases that are required to be classified as capitalized lease obligations in accordance with accounting principles generally accepted in the United States of America, (f) any payment to be made pursuant to sale-leaseback transactions, (h) any Liability related to acquisition of or by Seller and including earn-out or similar contingent purchase amounts, (i) any amounts outstanding under any letters of credit,

bankers' acceptance or similar instrument, (j) the full amount of any accrued, but unpaid bonuses, deferred compensation and severance obligations with respect to all Employees, (k) an amount equal to \$[•], which constitutes the full amount of accrued vacation with respect to all Employees, and (l) any obligations under any swap, forward currency or interest rate contracts or other hedging arrangements or other financial derivative instrument, in each case, for items (a) through (k) foregoing, with respect to which a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or with respect to which Liabilities a Person assures a creditor against loss, and including interest, fees, prepayment obligations, prepayment penalties or provisions requiring payment in excess of 100% of principal and accrued interest if paid on the Closing Date.

“Indemnified Person” means the Buyer Indemnitees or the Seller Indemnitees, in each case, as applicable.

“Inventory” has the meaning specified in Section 1(c) of Annex 1.

“Knowledge” means, with respect to any Person, the actual knowledge, after duty of inquiry, of such Person; *provided*, that with respect to Seller, “Knowledge” means the actual knowledge after due inquiry of John Lewis or Gloria Lewis.

“Labor Agreement” means any collective bargaining agreement or other Contract with any labor union, works council, or other labor organization.

“Liabilities” means any and all claims, obligations, damages, actions, suits, Proceedings, demands, assessments, adjustments, penalties, losses, debts, costs and expenses and any other liabilities of any kind or nature whatsoever (including court costs, reasonable attorneys' and expert witness fees and expenses, consulting fees and expenses of investigation), whether equitable or legal, matured or unmatured, determined or determinable, known or unknown, foreseen or unforeseen, ordinary or extraordinary, patent or latent, asserted or unasserted, liquidated or unliquidated, accrued or unaccrued or due or to become due, including those arising under any Applicable Law or Proceeding and those arising under any Contract, agreement, arrangement, commitment or undertaking, and expressly including punitive damages, consequential damages, treble damages and any damages as a result of or relating to a loss of profits.

“Losses” has the meaning specified in Section 5.2(a).

“Material Contract” has the meaning specified in Section 8(a) of Annex 3.1.

“Material Customer” has the meaning specified in Section 16 of Annex 3.1.

“Material Disposal Contract” means a Disposal Contract from which Seller's payments for 2022 were \$25,000 or greater.

“Material Representations” means the representations and warranties set forth in the representations and warranties contained in Sections 1 (Organization and Qualification), 2 (Authority; Binding Effect), 3 (Consents and Approvals; No Violations), 5 (Environmental), 7(a), 7(b) and 7(c) (Assets; Personal Property) and 14 (No Broker's or Finder's Fees) of Annex 3.1.

“Material Collection Contract” means a Collection Contract from which Seller billed revenues for 2022 were \$25,000 or greater.

“Material Vendor” has the meaning specified in Section 17 of Annex 3.1.

“Neutral Auditor” has the meaning specified in Section 2.4(b).

“New Container Cost” means the amount of \$30,272.13 which is the cost of certain new containers purchased by Seller in February and March of 2023.

“Office Equipment” has the meaning specified in Section 1(e) of Annex 1.

“Omitted Asset” has the meaning specified in Section 4.4(b)(i).

“Organizational Documents” means with respect to any entity, (a) any the certificates or articles of incorporation, certificates of formation or articles of organization, bylaws, operating agreements, partnership agreements or similar document adopted or filed in connection with the creation, formation or organization of such entity, (b) any amendment to any of the foregoing and (c) all state qualifications to transact business as a foreign entity.

“Other Assumed Contracts” has the meaning specified in Section 2(f) of Annex 1.

“Overpayment Amount” has the meaning specified in Section 2.4(c).

“Owned Real Property” means all real property identified on Schedule 8, including, in each case, all land, improvements, structures, buildings, factories, plants, fixtures, building improvements, and all easements, rights of way and other appurtenances and real property rights and interests pertaining thereto or accruing to the benefit thereof.

“Owner” has the meaning specified in the preamble.

“Owner’s Service Benefit” is a benefit provided by Buyer to Owner in which Buyer shall provide Owner with residential trash service at no cost to Seller for so long as Owner (either of them) lives in an area served by Buyer. This benefit is personal to Owner, not assignable, and shall not inure to the benefit of their successors or heirs.

“Payoff Amounts” has the meaning set forth in the definition of “Payoff Letters.”

“Payoff Letters” means executed payoff letters in form and substance reasonably acceptable to Buyer in connection with the repayment of all outstanding Indebtedness, which Payoff Letters shall: (i) include the balance required to pay off all obligations arising in connection with such Indebtedness in whole as of the Closing Date (including outstanding principal, any accrued and unpaid interest and fees and expenses and the per-diem interest and fee amount (such amount through and including the Closing Date, the **“Payoff Amounts”**)); (ii) provide for the satisfaction, release and discharge of the debt, obligations, guarantees and other liabilities under such Indebtedness and the agreement by the lenders and any other secured parties with respect thereto to release all liens securing such Indebtedness upon the payment of the applicable Payoff Amount; and (iii) include wiring instructions for the payment of the applicable Payoff Amount.

“Permits” means any permits, grants, filings, notices of intent, exemptions, licenses, authorizations, registrations, franchises, consents, approvals and related applications of every kind from or with or required by Governmental Authorities or industrial bodies, to the extent related to the Assets.

“Permitted Encumbrances” means: (a) zoning ordinances and regulations (but excluding any violation thereof) which do not materially adversely affect Buyer’s intended use or marketability of the Owned Real Property consistent with its current uses; (b) subject to prorations under this Agreement, real

estate taxes and assessments, both general and special, which are a lien but are not yet due and payable at the Closing Date; (c) with respect to the Owned Real Property, easements, covenants, conditions, reservations and restrictions (but excluding any violations thereof) and minor encroachments or encumbrances which do not materially adversely affect Buyer's intended use or marketability of the Owned Real Property consistent with its current uses; and (d) Assumed Liabilities.

"Person" means any individual, firm, partnership, association, trust, corporation, joint venture, unincorporated organization, limited liability company, Governmental Authority or other entity.

"Policies" has the meaning specified in Section 4.5.

"Pre-Closing Period" means any Tax period or portion thereof ending on or before the Closing Date (including the portion of any Straddle Period ending on and including the Closing Date). In respect of any Straddle Period, the portion of such Tax which relates to the portion of such Tax period ending on and including the Closing Date shall (x) in the case of any Taxes, other than Taxes based upon or measured by income or receipts, sales or use Taxes, transfer or transaction-based Taxes, employment or payroll Taxes, or withholding Taxes, shall be deemed to be the amount of such Tax for the entire Tax period multiplied by a fraction the numerator of which is the number of days in the tax period ending on the Closing Date and the denominator of which is the number of days in the entire Tax period, and (y) in the case of any Tax based upon or measured by income or receipts, sales or use Taxes, transfer or transaction-based Taxes, employment or payroll Taxes, or withholding Taxes, shall be deemed equal to the amount which would be payable if the relevant Tax period ended on the Closing Date based on an interim closing of the books as of the close of business on the Closing Date.

"Prepaid Assets" has the meaning specified in Section 5 of Annex 1.

"Proceedings" means any claim, investigation, litigation, action, suit, audit, examination, charge, complaint, investigation, inquiry or proceeding, formal arbitration, informal arbitration or mediation.

"Proration Date" has the meaning specified in Section 4.7(c).

"Records" has the meaning specified in Section 4 of Annex 1.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, disposing, or other release into or through the environment, and any abandonment or discarding of barrels, containers, or other closed receptacles containing any Hazardous Material.

"Representative" means, with respect to a particular Person, any director, officer, manager, managing member, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"Restricted Business" has the meaning specified in Section 4.7.

"Restricted Party" has the meaning specified in Section 4.7.

"Restricted Period" has the meaning specified in Section 4.7.

"Restrictive Agreement" mean any noncompetition or nonsolicitation agreements or similar restrictive covenants that either (a) restrict the Business or Assets or (b) benefit the Business or Assets.

“Rolling Stock” has the meaning specified in Section 1(a) of Annex 1.

“Seller” has the meaning specified in the Preamble.

“Seller Benefit Plan” means any Benefit Plan that is (a) sponsored, maintained, contributed to (or required to be contributed to) by any of Seller or its ERISA Affiliates or (b) otherwise with respect to which any of Seller or its ERISA Affiliates has any Liability, in each case, for the benefit of or otherwise relating to a current or former employee, officer, director, or consultant.

“Seller Closing Wire” has the meaning specified in Section 2.3(d).

“Seller Indemnitees” has the meaning specified in Section 5.2(b).

“Seller Material Adverse Effect” shall mean any effect, event or change that individually or in the aggregate has or would reasonably be expected to have a material adverse effect on (i) the Business or the Assets, results of operations, assets, liabilities or financial condition of the Business or the Assets, or (ii) the ability of Seller to consummate the Transaction on a timely basis, taken as a whole.

“Seller Note” means that certain Promissory Note, in the original principal amount of \$200,000.00, payable to Seller by Buyer, in semi-annual installments of \$50,000.00 and accrued interest on the outstanding principal balance at 9.% per annum, in the form attached hereto as Exhibit B.

“Seller’s Disclosure Schedules” means the schedules to the specific Sections of this Agreement delivered by Seller to Buyer.

“Straddle Period” means any Tax period beginning before and ending after the Closing Date.

“Survey” has the meaning specified in Section 4.6(b).

“Target Working Capital” means \$80,000.

“Tax” or **“Taxes”** means any federal, state, local, foreign, and other income, gross receipts, sales, use, ad valorem, transfer, franchise, real property, profits, payroll, withholding, unemployment, excise, escheat, customs, duties and other taxes, fees, assessments and charges of any kind whatsoever, together with any interest and any penalties and additions to tax with respect thereto.

“Tax Returns” means any report, statement, form, return or other document or information supplied or required to be supplied to a Taxing Authority in connection with Taxes, including any amendments thereof and any attachments or schedules thereto.

“Taxing Authority” means any Governmental Authority responsible for the administration, assessment, determination, collection, enforcement or imposition of any Tax.

“Title Commitment” has the meaning specified in Section 4.6(a).

“Title Company” means Madison Title Agency, LLC.

“Title Policies” has the meaning specified in Section 4.6(a).

“Title Requirements” means those matters shown on [Schedule B - Part I] of the Title Commitments.

“Transaction Expenses” has the meaning specified in Section 4.1(a).

“Transactions” means (i) the purchase by Buyer of the Assets from Seller, and the assumption by Buyer of the Assumed Liabilities and (ii) the transactions contemplated by this Agreement and the Ancillary Agreements.

“Transfer Taxes” has the meaning specified in Section 4.1(b).

“Transferred IP Rights” has the meaning specified in Section 7 of Annex 1

“Underpayment Amount” has the meaning specified in Section 2.4(c).

“WARN Act” means the Worker Adjustment and Retraining Notification Act and any similar state or local Applicable Law.

“Withholding Amount” has the meaning specified in Section 6.6.

EXHIBIT A-1

CLOSING PAYMENT STATEMENT

[See attached.]

Asset Purchase of John's Refuse, L.L.C. and Real Property Purchase from John & Gloria Lewis by CARDS NEO, LLC
 Closing Payment Statement (Flow of Funds)
 April 7, 2023

TOTAL COMBINED GROSS SALES PURCHASE PRICE	\$	4,900,000.00
Asset Base Purchase Price	\$	4,600,000.00
<u>Estimated Purchase Price Adjustment & Third-Party Disbursements</u>		
New Container Cost	\$	30,272.13
Estimated Working Capital Adjustment Exhibit A	\$	(17,305.12)
Estimated Seller Deferred Revenue - Exhibit B	\$	(262,389.80)
Estimated Closing Indebtedness - Exhibit C [None per Seller Reps & Warranties]	\$	-
Estimated Transaction Expenses - pd to 3rd parties	\$	(2,025,337.50)
Total Closing Estimated Adjustments & Disbursements	\$	(2,274,760.29)
Seller Note	\$	(200,000.00)
Adjustment Holdback	\$	(100,000.00)
Closing Cash Payment to Seller (Asset Purchase)	\$	2,025,239.71
<u>Real Property Purchase Disbursement to John & Gloria Lewis</u>		
Real Property Base Purchase Price -- (Held In Trust For 2nd Closing)	\$	300,000.00
Seller Settlement Charges per Madison Title Settlement Statement	\$	-
Closing Cash Payment to Lewises (Real Property Purchase)	\$	300,000.00
Total Closing Disbursement to Seller	\$	2,325,239.71
Post-Closing Disbursement by Buyer (Estimated Sales Tax to Rogers County)	\$	38,945.65
		<u>Disbursement Amount</u>
<u>Wire Instructions for Seller</u>		
CARDS APA Wire To Seller WDS	\$	2,025,239.71
Receiving Bank: Bank of Commerce		
Routing No: [REDACTED]		
Account Number: [REDACTED]		
Account Name: John's Refuse, LLC		
Reference:		
<u>Wire Instructions for Madison Title</u>		
CARDS REPA Wire To Madison Title	\$	300,000.00
Receiving Bank: Flagstar Bank, 102 Duffy Ave., Hicksville, NY 11801		
Routing No: [REDACTED]		
Account Number: [REDACTED]		
Account Name: Madison Title Agency, LLC National Trust Account		
Reference: MTAUS-186916		

SELLER:

Seller hereby approves the foregoing Disbursement Schedule this 07 day of April, 2023:

John's Refuse, L.L.C.

 John Lewis, President

BUYER:

Buyer hereby approves the foregoing Disbursement Schedule this 07th day or April, 2023:

CARDS NEO, LLC

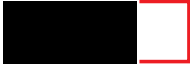

 Dan Christensen, Manager

Exhibit D



<u>Name of Payee</u>	<u>Invoice Amount</u>	
1. Helton Law	\$	19,337.50
2. DP Financial & Tax, Inc	\$	6,000.00
3. John Lewis	\$	1,000,000.00
4. Gloria Lewis	\$	1,000,000.00
TOTAL TRANSACTION EXPENSES	\$	2,025,337.50

Wire Instructions

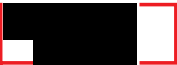

Transaction Expense #1

Receiving Bank: Bank of Oklahoma NA
Routing No: 
Account Number: 
Account Name: Scott R. Helton, PLLC - IOLTA Account
Reference:

Transaction Expense #2

Receiving Bank: Grand Bank
Routing No: 
Account Number: 
Account Name: DP Financial & Tax Inc
Reference:

Transaction Expense #3

Receiving Bank: Bank of Commerce
Routing No: 
Account Number: 
Account Name: Gloria &/or John Lewis
Reference:

Transaction Expense #4

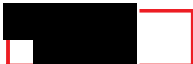

Receiving Bank: Bank of Commerce
Routing No: 
Account Number: 
Account Name: Gloria &/or John Lewis
Reference:

Exhibit B

Deferred Revenue (Prepaid Balance)s per QuickBooks as of 4/04/2023:

Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
					262,389.80 Per information provided by Buyer

Total Pre-Paid Balances	0.00	0.00	0.00	0.00	0.00	0.00	262,389.80
	Initial Purchase Price Adjustment						\$ 262,389.80

Exhibit A

<u>Working Capital Components</u>	<u>Amount</u>	
Assigned Accounts Receivable at 4/04/2023	\$	62,694.88
Prepaid Assets at 4/04/2023	\$	-
<u>Minus</u> Employee Obligation Current Liabilities at 4/07/2023	\$	-
Estimate Closing Working Capital	\$	62,694.88
Target Working Capital	\$	80,000.00
Estimated Working Capital Adjustment	\$	(17,305.12)

EXHIBIT A-2

WORKING CAPITAL EXAMPLE

[See attached.]

Exhibit A-2 Working Capital Example

(\$000s)	Account #	Jan-23	Notes
Cash in Bank - Bankfirst	1110	4	
Cash in Bank	1120	501	
Certificate of Deposit	1400	-	
CD	1500	200	
Cash and cash equivalents		705	
Accounts receivable - subscription		56	
Accounts receivable - Chelsea municipal residenti		8	
Accounts receivable		64	See Allowance for Doubtful Accounts information below
Prepaid expenses		NQ	
Current assets		769	
Accrued payroll		10	
Accrued vacation		5	
Accrued bonus		NQ	
Federal W/H Payable	2230	14	
FICA W/H Payable	2240	-	
State W/H Payable	2250	(2)	
FUTA/SUTA Payable	2340	-	
Garnishments Payable	2405	-	
Other payables		12	
Current liabilities		28	
Net working capital		741	
Cash-free net working capital			
Cash and cash equivalents		(705)	
Cash-free net working capital		36	

Accounts Receivable Allowance for Doubtfull Accounts

(\$000s)	Mar-23	Allowance %	Amount
0 to 30 days	21	10%	-2.1
31 to 60 days	8	25%	-2.0
61 to 90 days	3	50%	-1.4
Over 90 days	30	100%	-30.0
Total ARs & Allowance	<u>62</u>		<u>-35.5</u>

EXHIBIT B

Form of Promissory Note

[See attached.]

PROMISSORY NOTE

\$200,000.00 (U.S.)

April 7, 2023

FOR VALUE RECEIVED, and intending to be legally bound, CARDS NEO, LLC, an Oklahoma limited liability company ("Maker"), promises to pay to the order of JOHN'S REFUSE, L.L.C., an Oklahoma limited liability company ("Payee"), at the address set forth below, in lawful money of the United States of America and in immediately available funds, the principal sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00).

This Note shall be due and payable from Maker to Payee in semi-annually installments of \$50,000.00 each, plus accrued interest on the outstanding principal balance, less any amounts offset against the principal balance of this Note in accordance with the Purchase Agreement (as defined hereinbelow), on the following dates: October 1, 2023, April 1, 2024, October 1, 2024 and April 1, 2025. The outstanding principal balance on this Note shall accrue interest at the annual rate of nine percent (9%). Any past due payment of the amounts due under this Note shall bear and accrue interest on the past due amount at maximum amount permitted by applicable law until same has been paid to Payee. Interest on the unpaid principal balance of this Note shall be calculated on a 365-day or 366-day year basis, as appropriate, for the actual number of days elapsed from the date hereof, including the first day but excluding the last day.

Maker reserves the right to prepay this Note, in whole or in part, at any time, without penalty or notice, and all prepayments shall be applied to any installments due hereunder in their order of maturity. Whenever any payment to be made under this Note shall be stated to be due on a Saturday, Sunday or a day on which commercial banks in Oklahoma are authorized or required by law to close (any other day being a "Business Day"), such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest payable hereunder.

Payee's right and time of payment of principal any and all other amounts that become due and owing under this Note shall be and are expressly subordinate to any and all indebtedness and obligations of Maker, whether now existing or hereafter created, to or for the benefit of Comerica Bank, as administrative agent and any Maker's lenders pursuant to the Subordinate Agreement executed by Payee contemporaneously with the execution and delivery of this Note by Maker to Payee.

The principal balance of this Note (and any other amounts due hereunder) shall be offset, and in such event shall be reduced up to the entire of all amounts due and owing from Payee hereunder, by the amount of any Losses (as defined in the Purchase Agreement referenced hereinbelow) that become due and owing from Payee or Payee's shareholders to Maker, Maker's affiliates, and Maker's and its affiliates' respective direct and indirect equityholders, members, partners, representatives, successors and assigns pursuant to that certain Asset Purchase Agreement dated April 7, 2023, to which Maker and Payee are parties (the "Purchase Agreement").

THIS PROMISSORY NOTE IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF THE DATE HEREOF (THE "SUBORDINATION AGREEMENT") BY AND BETWEEN THE PAYEE (AS DEFINED BELOW) AND AGENT (AS DEFINED BELOW), THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PROMISSORY NOTE, (I) NO PAYMENT HEREUNDER SHALL BECOME DUE OR BE PAID EXCEPT TO THE EXTENT SUCH PAYMENT IS NOT PROHIBITED UNDER THE TERMS OF THE SUBORDINATION AGREEMENT AND (II) NO ENFORCEMENT OR OTHER ACTION SHALL BE PERMITTED BY THE PAYEE EXCEPT TO THE EXTENT PERMITTED, IF AT ALL, BY THE TERMS OF THE SUBORDINATION AGREEMENT

If any of the following shall occur, then Payee may, at its option, declare all of the indebtedness evidenced by this Note to be immediately due and payable and, in addition, exercise all rights and remedies otherwise permitted under applicable law (each of the following being an "Event of Default"):

(a) any payment provided for hereunder shall not be paid within ten (10) days of the due date thereof; or

(b) adjudication of Maker as a bankrupt by any court of competent jurisdiction; or

(c) filing of a petition by any third-party seeking reorganization or rearrangement of Maker under the Federal Bankruptcy Act or any other similar law or statute of the United States of America or of any State thereof; or

(d) appointment of a trustee or a receiver (or similar official) of all or a substantial part of the assets or property of Maker under the Federal Bankruptcy Act or any other similar law or statute of the United States of America or of any State thereof; or

(d) Maker's filing of a voluntary petition in bankruptcy, or consent to the institution of bankruptcy proceedings against it, or make an assignment for the benefit of creditors, or consent to the appointment of a trustee or receiver (or similar official) of all or a substantial part of its property under the Federal Bankruptcy Act or any other similar law or statute of the United States of America or of any state thereof, or file a petition or answer seeking reorganization or rearrangement under the Federal Bankruptcy Act or any other similar law or statute of the United States of America or of any State thereof, or consent to the filing of any such petition, or file a petition to take advantage of any insolvency act, or admit in writing its inability to pay its debts generally as they become due.

Maker hereby waives grace, demand, presentment for payment, notice of dishonor, notice of nonpayment, protest and notice of protest, notice of intent to accelerate, notice of acceleration of the indebtedness due hereunder, any other notice of any kind with respect to this Note (except for notice of Payee's election for payment of principal and interest in cash, shares of Maker's common stock, or both, in the event of an initial public offering by Maker of shares of Maker's common stock), and diligence in collecting this Note or enforcing any other rights of Payee hereof relating to this Note, and agrees (a) that Payee may, at any time, and from time to time, accept partial payments

hereunder, and Maker shall remain fully obligated for the payment of all remaining amounts otherwise due hereunder; (b) that it will not be necessary for Payee hereof, in order to enforce payment of this Note, first to institute or exhaust its remedies against any other person or entity; and (c) to any other circumstance which might otherwise constitute a defense available to, or a discharge of, Maker with respect to its obligations under this Note.

This Note is collected by suit or legal proceedings or through the probate court or bankruptcy proceedings, Maker agrees to pay Payee the reasonable costs and reasonable attorney's fees incurred by Payee in the collection hereof.

No modification or waiver of any of the provisions of this Note shall be effective unless in writing, signed by Payee hereof, and only to the extent set forth therein; no waiver shall be effective except in the specific instance for which given; and no failure by Payee of this Note to exercise, and no delay in exercising, any right or remedy hereunder or under any other document, instrument or agreement shall constitute a waiver thereof on the part of Payee; nor shall any single or partial exercise of any right or remedy hereunder or under any other document, instrument or agreement preclude any other or further exercise thereof or the exercise of any other right or remedy.

In case any provision in this Note (other than the obligation of Maker to pay principal and interest as and when provided herein) shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Note may be amended only by the written agreement of Maker and Payee. No waiver of the provisions hereof shall be effective unless agreed to in writing by the party against whom such waiver is asserted.

THIS NOTE SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAWS OF THE STATE OF OKLAHOMA AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF OKLAHOMA WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES.

All payments, notices and other communications provided to any party hereto in connection with this Note shall be in writing (including telecopied communications) and shall be given to the intended recipient at the applicable address specified below, unless such address is changed by written notice hereunder. All such notices and other communications shall be effective (i) in person with acknowledgement of receipt, (ii) by confirmed Electronic Delivery to the applicable email address below or (iii) by registered or certified mail, postage prepaid, return receipt requested, to the address of the address of the respective party below:

If to Maker: CARDS NEO, LLC
4208 Johnson Road
Springdale, AR 72762
Attention: Dan Christensen
Email for Electronic Delivery: dan@cardsrecycling.com

If to Payee: JOHN'S REFUSE, L.L.C.
18618 E. 450 Rd.
Claremore, OK 74017
Attention: John Lewis
Email for Electronic Delivery: johnsrefusellc@aol.com

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES, AND THIS NOTE REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed at the place and on the date first above appearing.

CARDS NEO, LLC

By: _____
Dan Christensen, Manager

SCHEDULE 2.4(d)

Allocation of Purchase Price

In accordance with and subject to the terms of Section 2.(d) of the Asset Purchase Agreement, the Final Purchase Price will be allocated among the Assets as follows:

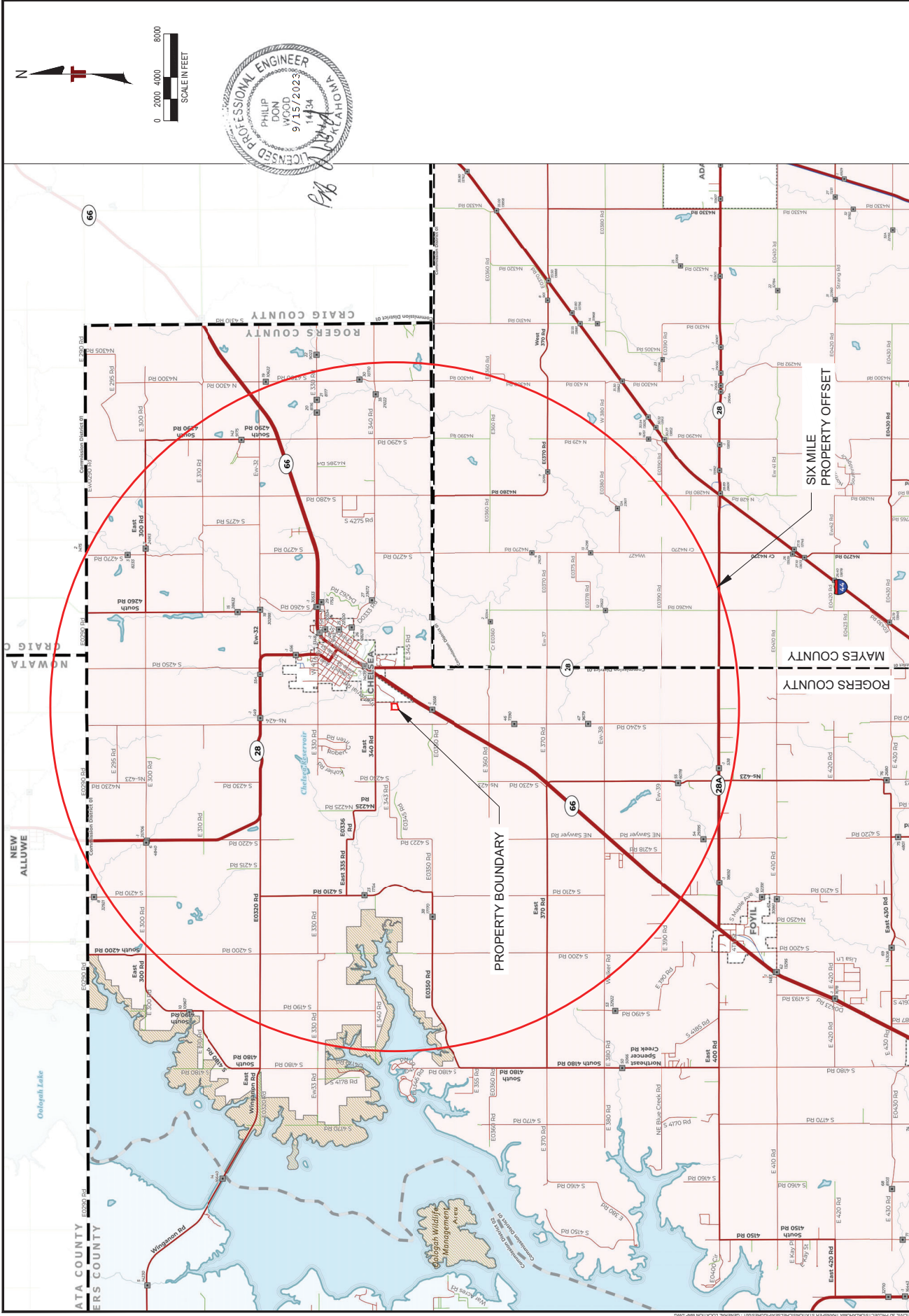
Asset Class	Purchase Price Allocation
Net Identifiable (Depreciable) Assets	\$950,000
Owned Real Property (Land)	\$30,000
Owned Real Property Improvements	\$270,000
Non-goodwill Intangibles	\$200,000
Company Goodwill	\$1,450,000 (1)
Personal Goodwill – John Lewis	\$1,000,000
Personal Goodwill – Gloria Lewis	\$1,000,000
TOTAL	\$4,900,000

(1) Includes the principal amount of the Seller Note.

The foregoing allocations are based on the Base Purchase Price. Any adjustment to the Final Purchase Price, as determined in accordance with the Asset Purchase Agreement will be an adjustment to the amount allocated to Company Goodwill.

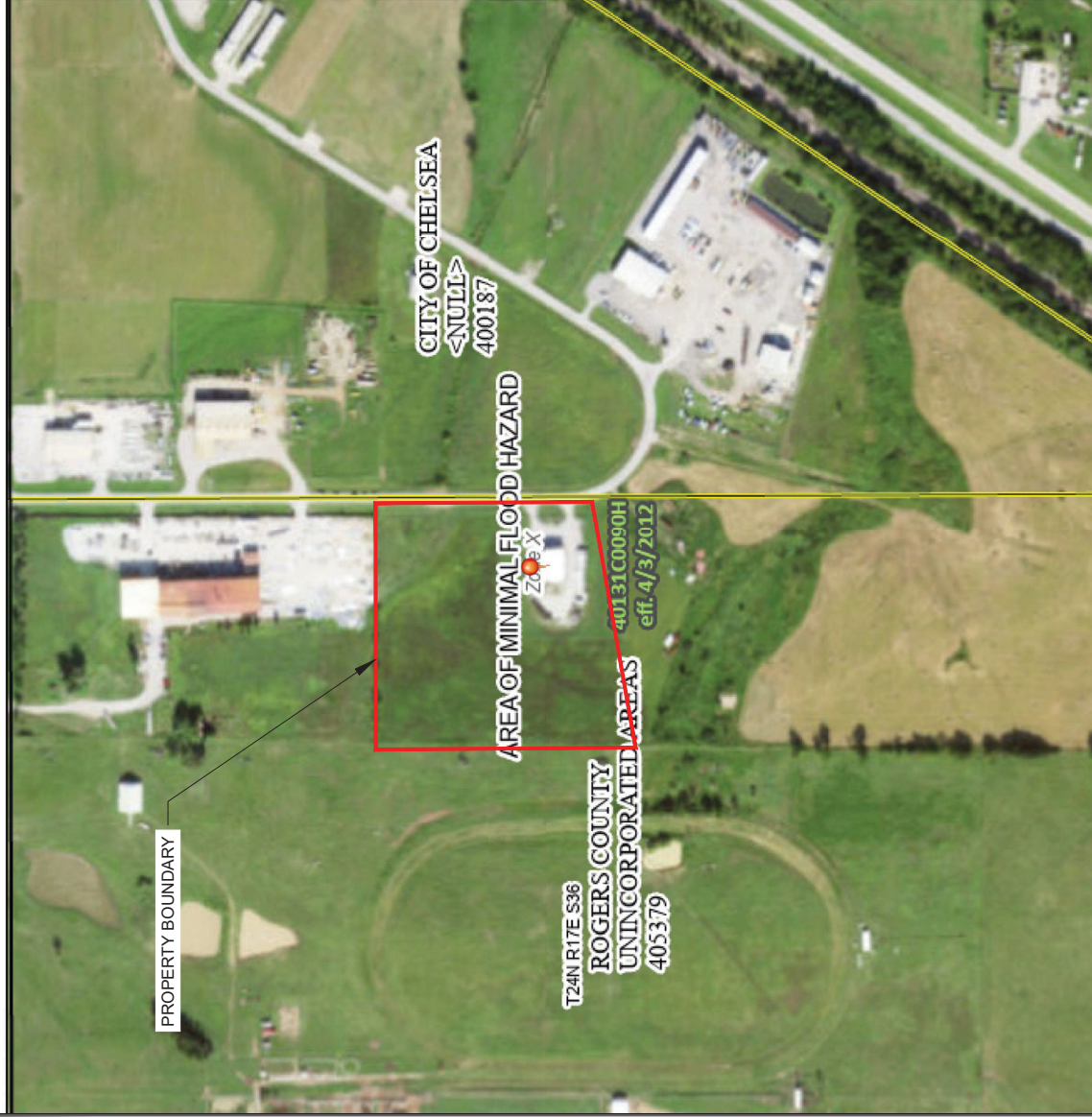
APPENDIX B

MAPS AND DRAWINGS



National Flood Hazard layer FIRMette

95°22'41"W 35°40'40"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, V, A99
With BFE or Depth Zone AE, AH, VE, AR
Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee, See Notes, Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation:
 - Coastal Transsect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
- Jurisdiction Boundary
- Coastal Transsect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/7/2023 at 10:14 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



FLOOD PLAIN MAP
TRANSFER STATION PERMIT APPLICATION
CARDS NEO, LLC
OKLAHOMA
ROGERS COUNTY

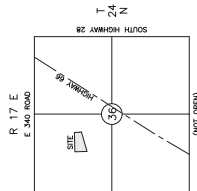
Irracon
Consulting Engineers and Scientists
PH: (501) 847-9222
FAX: (501) 847-9210
BRYANT, AR 72022

FIGURE 2

REVISIONS	DATE	BY
1	05/07/2023	AS SHOWN
2	05/07/2023	AS SHOWN
3	05/07/2023	AS SHOWN
4	05/07/2023	AS SHOWN
5	05/07/2023	AS SHOWN
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96	05/07/2023	AS SHOWN
97	05/07/2023	AS SHOWN
98	05/07/2023	AS SHOWN
99	05/07/2023	AS SHOWN
100	05/07/2023	AS SHOWN

FIGURE 5

SITE MAP



LOCATION MAP
SCALE: 1"=200'

- LEGEND**
- | | |
|----------------------|-------------------------|
| U/E UTILITY EASEMENT | IRIGATION CONTROL BOX |
| CB CHORD BEARING | TRAFIC SIGNAL BOX |
| PCF CONCRETE PIPE | 4" P METER POST |
| SM SLOPE MANHOLE | ROOF DRAIN |
| WATER VALVE | CONCRETE |
| WATER METER | ASPHALT |
| WATER DRAIN | DOUBLE GRAVE DROP INLET |
| GAS SERVICE | DOUBLE GRAVE DROP INLET |
| GAS VALVE | FENCE LINE |
| GAS METER | STORM SANITARY LINE |
| STORM SANITARY LINE | STORM SANITARY LINE |
| CABLE PEDESTAL | STORM SANITARY LINE |
| ELECTRIC SERVICE | STORM SANITARY LINE |
| ELECTRIC METER | STORM SANITARY LINE |
| AIR CONDITIONER UNIT | STORM SANITARY LINE |
| ELECTRIC TRANSFORMER | STORM SANITARY LINE |

GENERAL NOTES

1. THE OAKHIMA STATE PLAT MAP, OAKHIMA COUNTY, OKLAHOMA, MAP NO. 10111 AND THE WEST LINE OF LOT 4, MAP NO. 10111, ARE THE BASIS FOR THIS SURVEY.

2. THE PROPERTY DESCRIBED HEREIN CONTAINS 10.02 ACRES, MORE OR LESS.

3. THE PROPERTY DESCRIBED HEREIN CONTAINS NO MARKED PARKING SPACES.

4. BY GRAPHIC PLATTING ONLY, THE SUBJECT TRACT LIES WITHIN ZONE X, UNDEVELOPED AREAS DETERMINED BY THE OAKHIMA STATE PLAT MAP, OAKHIMA COUNTY, OKLAHOMA, MAP NO. 10111, AND THE WEST LINE OF LOT 4, MAP NO. 10111.

5. THE PROPERTY DESCRIBED HEREIN HAS INGRESS/EGRESS FROM SOUTH INDUSTRIAL DRIVE (A RECORDED PUBLIC RIGHT-OF-WAY).

6. SURVEYOR DID NOT OBSERVE ANY VISIBLE ENCROACHMENTS EXCEPT AS SHOWN ON THE FACE OF THIS SURVEY.

7. VISIBLE UTILITIES ARE SHOWN, THERE MAY BE OTHERS THE LOCATION AND DEPTHS OF WHICH ARE UNKNOWN.

8. EXCEPT WHERE SHOWN OTHERWISE, THE SURVEY IS BASED ON THE OAKHIMA STATE PLAT MAP, OAKHIMA COUNTY, OKLAHOMA, MAP NO. 10111, AND THE WEST LINE OF LOT 4, MAP NO. 10111.

9. THIS SURVEY MEETS THE OAKHIMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OAKHIMA STATE BOARD OF LAND SURVEYING FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

10. ADDRESS: 6002 AND 6002 S INDUSTRIAL ROAD, CHELSEA, OK

ALTA/NSPS LAND TITLE SURVEY

OF:
LOTS 4 AND 5 IN BLOCK 2 OF CHELSEA INDUSTRIAL/BUSINESS PARK, AN ADDITION TO THE TOWN OF CHELSEA, ROGERS COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CERTIFICATE
WHITE SURVEYING COMPANY, AN OKLAHOMA CORPORATION, AND THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO:

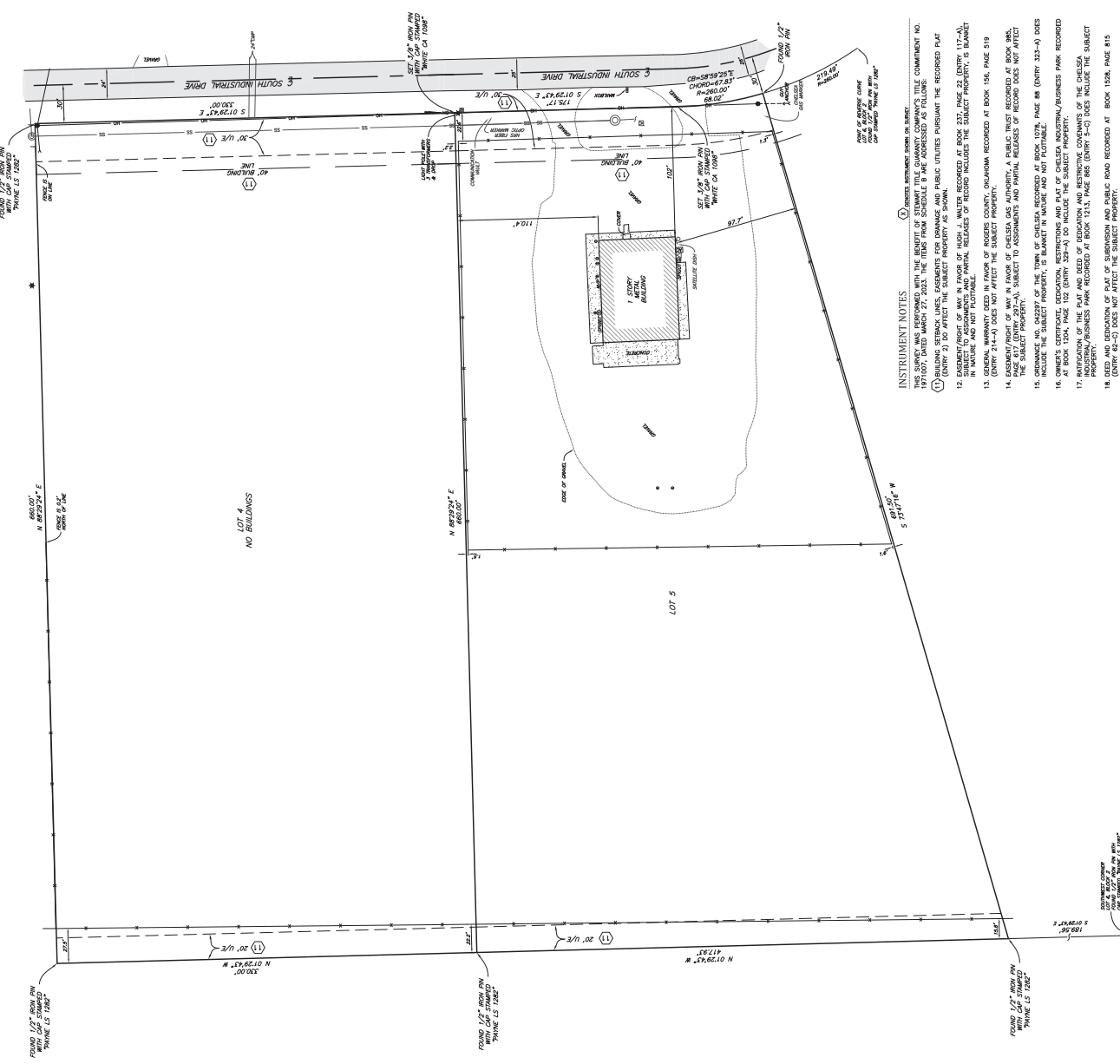
CARDS NEO
STEWART TITLE GUARANTY COMPANY
STEWART TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD REQUIREMENTS FOR ALTA/NSPS AND TITLE SURVEYS, AS ADOPTED BY THE OAKHIMA STATE BOARD OF LAND SURVEYING, AND THE SURVEY WAS COMPLETED ON MARCH 14, 2022.

WHITE SURVEYING COMPANY
1000 N. 10TH ST., SUITE 100
TULSA, OKLAHOMA 74106
AUTHORIZATION NO. 041098



WHITE SURVEYING COMPANY
providing land surveying services since 1940
9506 E. 55th Pl Blvd • Tulsa, OK 74148 • 918.663.6924 • 918.664.8366 fax
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- INSTRUMENT NOTES**
1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD REQUIREMENTS FOR ALTA/NSPS AND TITLE SURVEYS, AS ADOPTED BY THE OAKHIMA STATE BOARD OF LAND SURVEYING, AND THE SURVEY WAS COMPLETED ON MARCH 14, 2022.
2. THE PROPERTY DESCRIBED HEREIN CONTAINS 10.02 ACRES, MORE OR LESS.
3. THE PROPERTY DESCRIBED HEREIN CONTAINS NO MARKED PARKING SPACES.
4. BY GRAPHIC PLATTING ONLY, THE SUBJECT TRACT LIES WITHIN ZONE X, UNDEVELOPED AREAS DETERMINED BY THE OAKHIMA STATE PLAT MAP, OAKHIMA COUNTY, OKLAHOMA, MAP NO. 10111, AND THE WEST LINE OF LOT 4, MAP NO. 10111.
5. THE PROPERTY DESCRIBED HEREIN HAS INGRESS/EGRESS FROM SOUTH INDUSTRIAL DRIVE (A RECORDED PUBLIC RIGHT-OF-WAY).
6. SURVEYOR DID NOT OBSERVE ANY VISIBLE ENCROACHMENTS EXCEPT AS SHOWN ON THE FACE OF THIS SURVEY.
7. VISIBLE UTILITIES ARE SHOWN, THERE MAY BE OTHERS THE LOCATION AND DEPTHS OF WHICH ARE UNKNOWN.
8. EXCEPT WHERE SHOWN OTHERWISE, THE SURVEY IS BASED ON THE OAKHIMA STATE PLAT MAP, OAKHIMA COUNTY, OKLAHOMA, MAP NO. 10111, AND THE WEST LINE OF LOT 4, MAP NO. 10111.
9. THIS SURVEY MEETS THE OAKHIMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OAKHIMA STATE BOARD OF LAND SURVEYING FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
10. ADDRESS: 6002 AND 6002 S INDUSTRIAL ROAD, CHELSEA, OK

APPENDIX C

OPERATING PLAN

Operating Plan

CARDS NEO, LLC
CARDS Chelsea Oklahoma Transfer Station
Chelsea, Oklahoma

September 2023
Project No. 03237110



Prepared for:
CARDS NEO, LLC
P.O. Box 775
Tontitown, AR 72770
(877) 592-2737

Prepared by:
Terracon Consultants, Inc.
25809 Interstate 30 South
Bryant, Arkansas 72022
(501) 847-9292

terracon.com

Terracon

Environmental



Facilities



Geotechnical



Materials

PROFESSIONAL ENGINEER'S CERTIFICATION

"I certify to the best of my professional judgment that the following permit application for the proposed solid waste transfer station located on property owned and operated by CARDS NEO, LLC. in Chelsea, Oklahoma was prepared in accordance with good engineering practices and applicable Oklahoma Department of Environmental Quality regulations. This certification is contingent on the fact that all information supplied to the signatory authority, at the time of this certification is unquestionably accurate and was provided in good faith."



Wood, Philip
Sep 15 2023 12:01 PM

Phil Wood, P.E.
Oklahoma Professional Engineer No. 14434

September 15, 2023
Certification Date

Cert. of Auth. #CA – 4531 exp. 6/30/25

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1.0 INTRODUCTION

The CARDS Chelsea Oklahoma Transfer Station (Transfer Station), located near Chelsea, Oklahoma, was previously used as a truck maintenance and the storage of empty waste bins and dumpsters by John's Refuse. The Transfer Station is owned and operated by CARDS NEO, LLC. The Transfer Station is approximately 1 mile southwest of the Town of Chelsea. The location of the Transfer Station is shown in **APPENDIX B** of this Transfer Station application.

The Transfer Station concept is part of the proposed means of pursuing integrated solid waste management methods for the Town of Chelsea, the Town of Oologah, the Town of Adair, the Town of Alluwe, the Town of Inola, the Town of Chouteau, the Town of Nowata, Rogers County, Mayes County, Nowata County, Tulsa County, and Craig County. The waste will be transported to either the North Tulsa Landfill, the Prairie View Regional Landfill, or the Sallisaw Landfill.

The Transfer Station will be designed and operated to comply with Oklahoma Department of Environmental Quality (Oklahoma DEQ) regulations governing solid waste, hazardous waste, wastewater and stormwater. The facility is solely to be used to transfer solid waste and construction and demolition (C&D) waste from residential and commercial entities and to accept certain recyclables. The Operating Plan for the Transfer Station takes the following items into consideration:

- Efficient layout and operation;
- Acceptable materials and adequate storage;
- Control of litter, insects, odors, and vectors;
- Leachate control;
- Stormwater run-on/run-off control;
- Personnel, supervision, and training;
- Safety;
- Record Keeping; and
- Contingency Plan for hazardous waste receipt.

2.0 TRANSFER STATION LAYOUT AND OPERATION

The proposed Transfer Station will be designed with the intent of providing an efficient operation that complies with all applicable regulations. The facility will be situated to provide efficient traffic control in order to facilitate private and public waste disposal, as well as, the transport of waste and recyclable material from the Transfer Station.

The layout of the Transfer Station facility is shown in the drawing located in **APPENDIX B** of this Transfer Station Permit Application. All of these areas provide efficient and safe access to the public and to transfer vehicles.

2.1 On-Site Roads

The on-site roads at the Transfer Station are designed to accommodate all types and sizes of vehicles in a safe and efficient manner. A gravel entrance/ exit is located at the southeast corner of the Transfer Station facility for handling all types of vehicles and equipment. Actual tipping areas for waste disposal will be constructed of finished concrete. Drainage is improved to prevent washout or ponding of water on access roads. All future roads will be design and constructed to accommodate all types and sizes of vehicles. Future roads will route stormwater to existing drainage structures. If additional on-site stormwater capacity is needed, drainage improvements such as swales and ditches will be designed and constructed.

2.2 Hours of Operation

The hours of operation at the Transfer Station are from 6:00 A.M. to 7:00 P.M. every day.

2.3 Measuring, Loading, and Unloading

The loading and unloading areas will be adequately sized and designed to allow efficient and safe loading and unloading from private vehicles. The loading and unloading areas will be constructed of reinforced concrete. Adequate drainage provisions and structures will also be provided for these areas. The Transfer Station will implement all necessary safety precautions for protecting workers during waste processing, loading, and unloading operations. See **SECTION 3.0** for a discussion on measures taken to identify and control undesirable waste receipt. The measuring will be performed by local or landfill scales.

2.4 Processing Areas

Volumes of incoming loads of all types of acceptable solid waste will be weighed at the scale house. The volume of waste will then be recorded on standard forms. Documentation will also be kept on a volume basis for all outgoing waste loads, including the destination for the waste.

Incoming waste or recyclable material received through the main gate will be directed by the manager to either the solid waste tipping floor or the C&D waste tipping floor. The loading and unloading areas will be adequately sized and designed to allow efficient and safe loading and unloading from waste collection vehicles. The loading and unloading areas will

be constructed of reinforced concrete. Adequate drainage provisions and structures will also be provided for these areas. The Transfer Station will implement all necessary safety precautions for protecting workers during waste processing, loading, and unloading operations. See **SECTION 3.0** for a discussion on measures taken to identify and control undesirable waste receipt. The transfer station will utilize refuse trailers, semi-tractor trailer, and loading equipment for operational procedures.

2.5 Storage Areas

The Transfer Station will store various sizes of empty solid waste containers and various transfer station equipment at the site. Most of the equipment that will be stored at the Transfer Station is associated with maintenance and operation of the facility. Solid waste and C&D waste received at the transfer station in a given day will be processed the same day of receipt. In general, putrescible waste will not be stored at the Transfer Station for more than three days. If temporary storage of waste is necessary, it will be limited to small amounts of waste material that is stored in the enclosed transfer station that is separate from the facility's office. As a practice, the waste will be transported to a permitted disposal facility daily as practical.

2.6 Employee Facilities

Restrooms and an employee area will be located within the Transfer Station Office building located on the east side of the property.

3.0 ACCEPTABLE MATERIALS AND STORAGE

The Waste Transfer facility will receive solid waste, C&D waste, and recyclables from waste collection routes in and adjacent to the Transfer Station. These materials will be delivered to the site by CARDS NEO, LLC collection vehicles, public and private collection vehicles, community groups, and private individuals. Access to the facility will be regulated during normal business hours by Transfer Station employees. Waste excluded from disposal is listed in the following sections.

3.1 Waste Screening

Solid waste and C&D waste will be received at the Transfer Station for processing and transferred to area landfills. The majority of waste transported to the facility is by collection vehicles. However, waste will also be received from public and private residential, municipal, and commercial haulers. All incoming loads of waste will be visually inspected for the presence of excluded wastes. Excluded wastes include the following:

- Hazardous Waste
- Radioactive Waste
- Regulated Polychlorinated Biphenyls (PCB) Waste
- Asbestos
- Non-Hazardous Industrial Solid Waste (NHIW)
- Explosives
- Medical or infectious wastes (before or after incineration)
- Liquids
- Flammable or volatile substances
- Dead animals

Incoming waste streams will be initially evaluated on the tipping floors (see **APPENDIX B** of this Transfer Station Application) by a transfer station operator trained in waste identification and receipt.

After the waste passes the office receipt area, the vehicles will be unloaded inside the buildings as previously described. A transfer station operator trained in waste screening will inspect every load while each load is dumped and loaded into the Transfer Station walking floor trailer.

3.2 Contingency Plan for Unacceptable Waste Receipt

Unacceptable waste detected in the incoming waste stream will be removed and placed in covered storage until the waste can be properly identified and disposed. All solid waste processed at the transfer station will be recycled or transported and disposed of at a permitted landfill. In addition, Transfer Station personnel are licensed operators that are trained and certified in the exclusion of hazardous and unacceptable waste.

Records will be kept of all unacceptable wastes and their subsequent handling, identification and ultimate disposal. The records include quantities of waste, identification, source of waste, hauler delivering the waste to the facility, date of receipt and removal, and destination of the waste.

3.3 Recyclables

Source separated recyclables will be accepted at the Transfer Station. At present, the types of recyclables to be accepted at the facility include the following:

- Single Stream Recycling
- Old corrugated cardboard (OCC)
- Scrap Metal
- Wood
- Brick
- Concrete Blocks
- Newsprint
- Plastics
- Electronics

These materials will be collected from special recyclable material collection routes or from individuals that source separate their own waste material.

3.4 Operational Contingency Plan

In addition to the contingency plan for receipt of unauthorized waste (**SECTION 3.2**), the Facility is prepared to address circumstances such as the following:

- Odors,
- Surface or groundwater contamination,
- Spills,
- Equipment breakdowns,
- Fire,
- Dust,
- Excessive noise, and
- Vectors.

Each of the above issues will be initially addressed by the practice of moving waste rapidly through the Facility and not storing significant volumes of waste on site. Spills will be controlled with the on-site drainage system described and with portable absorbent material stored on-site. Equipment breakdowns will be addressed immediately by on-site personnel and extra parts are stored on-site.

4.0 CONTROL OF LITTER, INSECTS, ODORS, AND VECTORS

Vectors are attracted by the presence of garbage and stagnant water. The Transfer Station will be properly managed to assure that litter is picked up and the Transfer Station is kept in a neat and orderly fashion. Transfer Station personnel control blowing litter and properly store solid waste at all times. Areas outside of the buildings will be patrolled to ensure that waste material does not accumulate.

If solid waste at the facility is temporarily stored, it will be handled to prevent the attraction, harborage or breeding of insects, rodents and other vectors which may cause the following:

- Harm to public safety and the environment
- Safety hazards to individuals and surrounding properties
- Excessive odor problems, unsightliness and other nuisances

Vectors will be controlled by insuring that waste is processed and shipped as quickly as it is received so that no waste accumulation occurs.

The Transfer Station will be properly maintained and cleaned routinely to prevent odors and residual waste from accumulating at the tipping area. All waste that is processed during the day will be properly secured in walking floor containers for transport to a permitted landfill.

5.0 LEACHATE COLLECTION

Leachate, for the purposes of this application for a Transfer Station can be defined as water that comes in contact with the solid waste. The ways that leachate may be generated are as follows:

- Leachate may be generated during the collection process and brought in collection vehicles with the solid waste and C&D waste to the transfer station.
- Precipitation that comes in contact with the solid waste and C&D waste at the Transfer Station. Because the Transfer Station is completely covered the quantity of leachate that is generated from precipitation at the Transfer station is very low.

The Transfer Station will be designed so that any leachate brought into the building or generated during the various operations at the facility is managed with the waste or collected in a drain that discharges to the sanitary sewer system to the east of the site.

6.0 STORMWATER

Stormwater run-on to the site will be diverted away from the Transfer Station area utilizing appropriate grading, small swales, and ditches. Because the solid waste and C&D waste will be transferred directly from a collection vehicle to the tipping floor inside a covered structure, stormwater does not come in contact with the solid waste.

7.0 PERSONNEL, SUPERVISION, AND TRAINING

The Facility will employ two to three people to oversee and operate the Transfer Station. The following people are located at the site and responsible for the operation of the Transfer Station:

- Transfer Station Manager
- Operation Manager
- Scale Operator

The Facility will train all new transfer station employees on the overall operation of the facility. In addition, specific job training and responsibilities for each operation will be given to all employees. All employees engaged in the collection and transportation of solid waste and/ or C&D waste will be trained according to the guidelines set forth in OAC 252:15-29-3. Employees will receive 8 hours of initial basic training in waste exclusion and radioactivity along with 4 hours of annual refresher training. Trained personnel shall be on-site during all hours the facility is open to accept wastes.

Training topics include:

- Waste Exclusion Policy and Protocol
- Radioactivity Policy and Protocol
- Regulatory Definitions
- Categories of Solid Waste and C&D Waste
- Requirements for Safe Handling of Solid Waste and C&D Waste
- Transporters DoT Training
- Fire Safety
- Spill Clean Procedure
- Hand Hygiene
- Sharps Safety

Training will be conducted on-site, in classroom meetings, small discussion groups, in-field exercises, emergency drills, or at the employee's workstation (i.e., on-the-job). Assigned reading materials, problem sets, and other teaching aids may be used to supplement these activities. Courses and teaching materials developed by the manufacturer will often be used for classroom training for equipment operators, either by arranging for the course to be presented onsite or by sending employees to the manufacturer's factory training sessions. Field demonstrations and practice sessions will reinforce skills and promote safety awareness.

The employee's supervisor is responsible for on-the-job training to assure that the employee learns correct procedures; can perform them accurately, reliably, and efficiently; and is

safety conscious. Corrective action will be taken as soon as an employee is assigned increasingly complex or responsible duties based on demonstrated performance.

Training Effectiveness Evaluation

Training effectiveness will be measured by written or oral examinations, or by job performance evaluations. The trainer must enter into the training record that an employee has completed the necessary training successfully.

Documentation of Training

Training records will be maintained at the corporate office. They will include a written description of the content of each training session, or a copy of the hand-out(s) used to conduct the training, identify attendees and trainer(s), recount dates of training sessions, and record the signatures of trainers and attendees, thus certifying that the training was accomplished.

8.0 SAFETY

PPE shall be provided to all Transfer Station personnel. PPE items (hard hats, gloves, safety goggles, and boots) will be available as needed. In addition, dust masks and hearing protection will be provided to personnel on an as-needed basis.

The Transfer Station will be equipped with safety equipment consisting of the following:

<u>DESCRIPTION</u>	<u>LOCATION</u>
Fire Extinguishers	Various Locations
Personnel Hygiene Area (restroom)	Transfer Station Office
Break room/Restroom	Transfer Station Office

Fire extinguishers will be located at strategic locations at the facility for fire protection by transfer station personnel. In the event of a large fire or emergency the Chelsea Fire Department will be called to the scene.

9.0 RECORD KEEPING

The Facility will maintain a record of all solid waste that is received from each vehicle at the Transfer Station on a "Daily Log". Information recorded includes the vehicle tag number, amount of solid waste, a description of the waste, and the signature of the person transporting the waste.

The Facility will also maintain a record at the Transfer Station office for the estimated quantity of waste processed at the facility and other operational data. The records maintained at the Transfer Station are as follows:

- Estimated quantity of waste received each day;
- Estimated quantity of specific type waste shipped each day;
- Operational records (problems, vector, equipment data and repairs);
- Records of waste not accepted; and
- Destination of material transported.

The records will be provided to the Oklahoma DEQ on request.

10.0 CONTINGENCY PLAN

10.1 Equipment Breakdown

In the case of equipment breakdowns or failures, unapproved waste delivered to the facility, or other excluded waste delivery, the Facility will immediately halt waste transport to the Transfer Station and transport waste directly to an appropriate permitted Landfill.

10.2 Fire Protection

Fire extinguishers will be located at strategic locations at the facility for fire protection by transfer station personnel. In the event of a large fire or emergency the Chelsea Fire Department will be called to the scene.

10.3 Delivery of Unapproved Wastes

Incoming waste streams will be initially evaluated at the scale house by a scale operator trained in waste identification and receipt. The office personnel will be familiar with most of the incoming waste vehicles and the associated wastes. Waste vehicles that the office personnel are not familiar with must identify the source and type of waste they are bringing to the Transfer Station.

After the waste passes the scale house area, the vehicles will be unloaded inside the buildings as previously described. A facility operator trained in waste screening will inspect every load while each load is dumped and loaded into the Transfer Station trailer.

Solid waste and C&D waste will be received at the Transfer Station for processing and transferred to permitted area landfills. Some of the solid waste and C&D waste transported to the facility is by individuals. However, most of the waste will be collected using CARDS NEO, LLC refuse collection vehicles. All incoming loads of waste will be visually inspected for the presence of excluded wastes.

Records concerning unapproved waste and its subsequent handling will be kept on file. The records will include information on waste identification, the source of waste, the hauler delivering waste to the facility, the date of receipt and removal, and the destination of the waste.

10.4 Spills

Spills (leachate) occurring inside of the facility will be immediately controlled and cleaned-up by personnel at the Transfer Station. Spills occurring outside of the covered area of the Transfer Station will be immediately contained and cleaned-up. Clean-up of spills consists of utilizing absorbent material stored on site until the spilled material is sufficiently dry enough to incorporate into the routine waste stream.

10.5 Odors

Because of an efficient layout and the ability to process waste indoors on a daily basis, odors will be kept to a minimum at the Transfer Station. If odors become a problem, provisions will be made for more frequent cleaning of the Facility and more frequent removal of all waste streams. Also, the waste transfer building will be an enclosed structure that is separated from the office/maintenance building.

10.6 Dust, Noise, and Vectors

Dust is not considered to be a problem at the Transfer Station because most of the roads are gravel. Noise problems should not be a problem at the Transfer Station due to the fact that only the disposal equipment is utilized on a continual basis. All equipment will be maintained in good operating order to reduce the noise associated with the facility. The Transfer Station will be managed to assure that vector control is properly maintained by processing all incoming waste/recyclable material immediately.

APPENDIX D

CLOSURE COST ESTIMATE

2023 Worksheet for Calculating Closure and Post-closure Cost Estimates

All site data necessary to calculate estimates of closure and post-closure costs can be gathered by completing Table H.1. Data from Table H.1 should be inserted into Tables H.2 and I.1 to complete calculations.

Table H.1: Site Data

Facility Name:

Permit Number:

Description	Quantity	Units
Total Permitted Area	10	acres
Active Portion		
Composite Lined	N/A	acres
Soil Lined	N/A	acres
Area of Largest Cell/Phase Requiring Final Cap		
Composite Lined	N/A	acres
Soil Lined	N/A	acres
Perimeter Fencing	2,680	linear feet
Groundwater Monitoring Wells	N/A	VLF
Methane Gas Probes	N/A	VLF
Terraces	N/A	linear feet
Letdown channels	N/A	linear feet
Perimeter drainage ditches	N/A	linear feet
Average Daily Flow	500	tons/day
Landfill Disposal Cost	\$60	\$/ton

VLF = Vertical linear feet. The sum of the depths of all monitoring wells.

Table H.2: Closure Cost Estimate

Facility Name:

Permit Number:

	Task/Service	Quantity	Units	Multiplier ^a	Unit Cost ^b	Subtotal
1	Preliminary Site Work					
1.1	Conduct Site Evaluation	1	Lump sum	1	\$4,222.39	\$4,222.39
1.2	Dispose Final Wastes					
	Average Daily Flow ^c	500	tons/day			
	Disposal Cost ^{d,e}	500	tons/day	5 (5 days waste)	\$60	\$150,000

1.3	Remove Temporary Building(s)	1	lump sum	1	\$3,871.95	N/A
1.4	Remove Equipment	1	lump sum	1	\$3,160.64	N/A
1.5	Repair/Replace Perimeter Fencing	2,680	linear feet	0.25 (25% of fencing)	\$4.14	\$2,773.80
1.6	Clean Leachate Line(s)	1	lump sum	1	\$1,912.44	N/A
2	Monitoring Equipment					
2.1	Rework/Replace Monitoring Well(s)		VLF	0.25 (25% of wells)	\$88.78	N/A
2.2	Plug Abandoned Monitoring Well(s)		VLF	0.25 (25% of wells)	\$35.54	N/A
2.3	Rework/Replace Methane Probe(s)		VLF	0.25 (25% of probes)	\$76.68	N/A
2.4	Plug Abandoned Methane Probe(s)		VLF	0.25 (25% of probes)	\$28.02	N/A
2.5	Rework/Replace Remediation and/or Gas Control Equipment ^f	1	lump sum	0.05 (5% of equipment capital cost)	f	N/A
3	Construction					
3.1	Complete Site Grading to include on- and off-site borrow areas		acres	1	\$1,674.07	N/A
3.2	Construct Final Cap					
	Compacted On-site Clay Cap or		cubic yards	1	\$6.01	N/A
	Compacted Off-site Clay Cap or		cubic yards	1	\$9.77	N/A
	Install Geosynthetic Clay Liner Cap		square feet	1	\$0.63	N/A
3.3	Construct Landfill Gas Venting Layer					
	Place Sand or		acres	1	\$44,762.88	N/A
	Install Net and Geotextile		square feet	1	\$0.44	N/A
3.4	Install Passive Landfill Gas Vents		acres	1	\$1,072.36	N/A
3.5	Install Flexible Membrane Liner		square feet	1	\$0.49	N/A

3.6	Drainage Layer					
	Place Sand or		acres	1	\$44,762.88	N/A
	Install Net and Geonet		square feet	1	\$0.44	N/A
3.7	Place On-site Topsoil		cubic yards	1	\$2.59	N/A
	Place Off-site Topsoil		cubic yards	1	\$20.69	N/A
3.8	Establish vegetative cover, including on- and off-site borrow areas		acres	1	\$1,193.06	N/A
4	Drainage/erosion control					
4.1	Construct Terraces		linear feet	1	\$10.84	N/A
4.2	Construct Letdown Channels		linear feet	1	\$118.51	N/A
4.3	Clean Perimeter Drainage Ditches		linear feet	0.5 (50% of ditches)	\$8.26	N/A
5	Tasks Not Identified (Sanitize)					\$5,000
6	Subtotal					\$161,996.19
7	Administrative Services ^g	1	lump sum	0.1 (10%)	g	\$16,199.62
8	Technical and Professional Services ^g	1	lump sum	0.12 (12%)	g	\$19,439.54
9	Closure Contingency ^g	1	lump sum	0.1 (10%)	g	\$16,199.62
10	Total Final Closure ^h					\$213,834.97

- a Multipliers are determined from the *Solid Waste Financial Assurance Program Report*, December 22, 2000.
- b Unit costs include a 6.98% inflationary adjustment for 2023.
- c New facilities: Insert the value for “W” in OAC 252:515-27-8(a)(2). Existing facilities: Insert reported annual tonnage for the previous year, divided by 312 operating days per year (52 weeks per year x 6 operating days per week).
- d Insert number of tons/day from above.
- e Insert landfill disposal cost per ton of waste (\$/ton).
- f Input capital cost for gas control/remediation equipment, if installed at the site.
- g Input subtotal from line 6.
- h Add rows 6 through 9.

APPENDIX E

LOCATION RESTRICTION CORRESPONDENCE

August 15, 2023

Oklahoma Conservation Commission
Water Quality Division
Attention: Brooks Tramell
2800 N. Lincoln Blvd., Suite 200
Oklahoma City, Oklahoma 73105

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
6082 South Industrial Drive
Chelsea, OK 74016
Terracon Project # 03237110**

Dear Mr. Tramell,

In accordance with Oklahoma Department of Environmental Quality (ODEQ) regulation 252:515-5-31. (d) Wetlands, We would like to request a determination for a new CARDS Chelsea Oklahoma Transfer Station. The proposed transfer station is located at 6082 South Industrial Drive, Chelsea OK, 74016. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition waste transfer station. Waste is transported to the transfer station, where it is sorted through for recycleable materials. Certain recycleable materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are separated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

The ODEQ Regulation 252:515-5-31 (d) Wetlands state: *Except as provided in (1) and (2) of this Subsection, no new waste management or disposal areas of a solid waste disposal facility shall be located in wetland areas as designated by the Oklahoma Conservation Commission or other appropriate agency. (1) Exception. New waste management or disposal areas of a solid waste disposal facility may be located in wetlands if all of the following demonstrations can be made. (A) Rebuttable presumption. Where applicable under Section 404 of the Clean Water Act or applicable State wetlands laws, the presumption that practicable alternative to the proposed facility is available which does not involve wetlands is clearly rebutted; (B) No harm. The construction and operation of the facility will not: (i) cause or contribute to violations of any applicable State water quality standard; (ii) violate any applicable toxic effluent standard or prohibition under Section 307 of the Clean Water Act; and (iii) jeopardize the continued existence of endangered or threatened species or result in the destruction or adverse modification of a critical habitat, protected under the Endangered Species Act of 1973; (C) No degradation. The facility will not cause or contribute to significant degradation of wetlands. The integrity of the facility and its ability to protect ecological resources shall be demonstrated by addressing the following factors: (i) erosion, stability, and migration potential of native wetland soils, muds and deposits used to support the facility; (ii) erosion, stability, and migration potential of dredged and fill materials used to*

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support the facility; (iii) the volume and chemical nature of the waste managed at the facility; (iv) impacts on fish, wildlife, and other aquatic resources and their habitat from releases of solid waste; (v) the potential effects of catastrophic release of waste to the wetland and the resulting impacts on the environment; and (vi) any additional factors, as necessary, to demonstrate that ecological resources in the wetland are sufficiently protected; (D) No net loss. To the extent required under Section 404 of the Clean Water Act or applicable State wetlands laws, steps have been taken to attempt to achieve no net loss of wetlands (as defined by acreage and function) by first avoiding impacts to wetlands to the maximum extent practicable as required by (1)(A) of this Subsection, then minimizing unavoidable impacts to the maximum extent practicable, and finally offsetting remaining unavoidable wetland impacts through all appropriate and practicable compensatory mitigation actions (e.g., restoration of existing degraded wetlands or creation of man-made wetlands); and (E) Sufficient information available. Sufficient information is available to make a reasonable determination with respect to these demonstrations. (2) Verification required. The demonstrations required by (1) of this Subsection shall be approved by the Oklahoma Conservation Commission or other appropriate agency.

Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.

Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.



Drew Potter
Staff Environmental Engineer



Cynthia Garcia
Staff Environmental Engineer

Enclosure: General Location Map

Potter, Drew

From: Brooks Tramell <Brooks.Tramell@Conservation.ok.gov>
Sent: Tuesday, August 15, 2023 2:28 PM
To: Potter, Drew
Cc: Garcia, Cynthia M
Subject: RE: Transfer Station Determination - Chelsea, OK
Attachments: 2023.5.17 Terracon - CARDS NEO, LLC Chelsea Transfer Station - Response.pdf

Hi Drew,

I have completed a review and attached a response letter as requested for the referenced project. Let me know if you need anything additional.

Thanks,

Brooks

Brooks Tramell
Director of Monitoring, Assessment, and Wetlands Programs
Oklahoma Conservation Commission
(405)534-6997
brooks.tramell@conservation.ok.gov



From: Potter, Drew <Drew.Potter@terracon.com>
Sent: Tuesday, August 15, 2023 3:02 PM
To: Brooks Tramell <Brooks.Tramell@Conservation.ok.gov>
Cc: Garcia, Cynthia M <Cynthia.Garcia@terracon.com>
Subject: [EXTERNAL] Transfer Station Determination - Chelsea, OK

Hello Mr. Tramell,

I am contacting you on behalf of CARDS NEO, LLC in regards to a proposed transfer station located at 6082 South Industrial Drive, Chelsea OK, 74016. It is similar to the Muskogee Transfer Station you made a determination for back in May. Please review the attached letter and figure and provide a determination as required by the Oklahoma Department of Environmental Quality. Any comments you may have regarding the proposed transfer station permitting will be appreciated.

Thanks!

Drew Potter
Staff Engineer | Solid Waste Services

J. KEVIN STITT
GOVERNOR

MATT PINNELL
LIEUTENANT GOVERNOR



Our Land • Our Heritage • Our Future

TREY LAM
EXECUTIVE DIRECTOR

LISA KNAUF OWEN
ASSISTANT DIRECTOR

August 15, 2023

Drew Potter
Staff Environmental Engineer
Terracon Consultants, Inc.
Drew.Potter@terracon.com

**RE: Tier II Transfer Station Permit Application
CARDS NEO, LLC
6082 South Industrial Drive
Chelsea, OK 74016
Terracon Project # 03237110**

Dear Mr. Potter:

Your request for a wetland determination for the referenced project, as described in your letter of August 15, 2023, has been reviewed using the Soil Survey of Rogers County and the U.S. Fish and Wildlife Service National Wetlands Inventory. Neither hydric soils nor wetlands were indicated within the project area, indicating that these areas most likely do not contain wetland ecosystems and that your project should not significantly impact wetland resources in the area. If you believe this determination to be inaccurate, an on-site investigation may be needed. This investigation needs to be coordinated with the U.S. Army Corps of Engineers, Regulatory Branch, in Tulsa. Their address and phone number is:

U.S. Army Corps of Engineers
Mr. Andy Commer
Chief of Regulatory Branch
2488 E 81st St.
Tulsa, OK 74137
918/669-7400

Based on our wetlands determination criteria there should be no significant impact on wetland resources in the area described. If you have any further questions or concerns, please contact me at 405/534-6997.

Sincerely,

A handwritten signature in blue ink that reads "Brooks R. Lamell".

Brooks Tramell
Director of Monitoring, Assessment, and Wetlands Programs
Water Quality Division

cc: Wetlands file

August 15, 2023

Oklahoma Natural Heritage Inventory
University of Oklahoma
Attention: Kristin Comolli
111 E. Chesapeake Street
Norman, OK 73019

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
6082 South Industrial Drive
Chelsea, OK 74016
Terracon Project # 03237110**

Dear Ms. Comolli,

In accordance with Oklahoma Department of Environmental Quality (ODEQ) regulation 252:515-5-31. (c) Endangered & Threatened Species, We would like to request a determination for a new CARDS Chelsea Oklahoma Transfer Station. The proposed transfer station is located at 6082 South Industrial Drive, Chelsea OK, 74016. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition waste transfer station. Waste is transported to the transfer station, where it is sorted through for recycleable materials. Certain recycleabe materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are seperated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

The ODEQ Regulation 252:515-5-31 (c) Endangered & Threatened Species state: *For a new solid waste disposal facility, or expansion of the permit boundary of an existing solid waste disposal facility, a statement from the Oklahoma Department of Wildlife Conservation (ODWC) and from the Oklahoma Biological Survey (OBS), shall be submitted regarding current information about endangered or threatened wildlife or plant species listed in state and federal laws, that exist within one mile of the permit boundary or expansion area. (1) Address potential impacts. If threatened or endangered species exist within, or periodically utilize any area within, or within one mile of, the permit boundary or expansion area, the projected impacts on the identified species shall be addressed, and measures specified to avoid or mitigate the impacts. (2) Mitigation plan required. When impacts are unavoidable, a mitigation plan that has been approved by ODWC for wildlife or OBS for plants, shall be submitted to the DEQ.*

Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.



Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink that reads 'Drew Potter'.

Drew Potter
Staff Environmental Engineer

A handwritten signature in black ink that reads 'Cynthia Garcia'.

Cynthia Garcia
Staff Environmental Engineer

Enclosure: General Location Map

OBS Ref. 2023-370-BUS-TER

Dear Drew Potter,

August 16, 2023

We have reviewed occurrence information on federal and state threatened, endangered, or candidate species currently in the Oklahoma Natural Heritage Inventory database for the following location you provided:

Sec. 36-T24N-R17E, Rogers County

We found no occurrences of relevant species within the vicinity of the project location as described. However, absence from our database does not preclude such species from occurring in the area.

If you have any questions about this response, please send me an email, or call us at the number given below.

Although not specific to your project, you may find the following link helpful.

ONHI guide to ranking codes for endangered and threatened species:
<http://www.oknaturalheritage.ou.edu/content/biodiversity-info/ranking-guide/>

Kristin Comolli
Oklahoma Natural Heritage Inventory
(405) 325-4700
kcomolli@ou.edu

August 15, 2023

Oklahoma Grand River Dam Authority
Ecosystems & Watershed Management
Attention: Ed Fite
P.O. Box 70
Langley, OK 74350

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
6082 South Industrial Drive
Chelsea, OK 74016
Terracon Project # 03237110**

Dear Mr. Fite,

In accordance with Oklahoma Department of Environmental Quality (ODEQ) regulation 252:515-5-31. (a) Scenic rivers, We would like to request a determination for a new CARDS Chelsea Oklahoma Transfer Station. The proposed transfer station is located at 6082 South Industrial Drive, Chelsea OK, 74016. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition (C&D) waste transfer station. Waste is transported to the transfer station, where it is sorted through for recyclable materials. Certain recyclable materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are separated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

The ODEQ Regulation 252:515-5-31 (a) State: *(1) Prohibition. Except as provided in (2) of this Subsection, no area within the permit boundary of a new solid waste disposal facility, or expansion of the permit boundary of an existing solid waste disposal facility, shall be located within the drainage basin of any river designated under the Oklahoma Scenic Rivers Commission Act. (2) Exception. This restriction may be waived if the Scenic Rivers Commission that manages the affected river, or in the absence of such commission, the Oklahoma Tourism and Recreation Department, provides a statement that the proposed facility is not expected to adversely affect the river or any of the public purposes for which it was designated. Such statement shall be provided to the DEQ.*

Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.



Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink that reads 'Drew Potter'.

Drew Potter
Staff Environmental Engineer

A handwritten signature in black ink that reads 'Cynthia Garcia'.

Cynthia Garcia
Staff Environmental Engineer

Enclosure: General Location Map

Potter, Drew

From: Fite, Edward <Edward.Fite@grda.com>
Sent: Wednesday, August 16, 2023 8:17 AM
To: Potter, Drew; Garcia, Cynthia M
Cc: Townsend, Darrell; Smittle, Jacklyn; Shellie Chard
Subject: 2023 Environmental Review - Proposed ODEQ Tier II Transfer Station Permit Application for CARDS NEO, L.L.C., Chelsea Transfer Station, Rogers County

Hello Drew,

I'm writing to acknowledge receipt of your electronic mail of Tuesday, August 15, 2023, 3:01pm, related to the ODEQ Tier II Transfer Station Permit Application for CARDS NEO, L.L.C., Chelsea Transfer Station, proposed site at 6082 South Industrial Drive, City of Chelsea, Rogers County, Oklahoma. Terracon Project #03237110.

Based on a review of the information provided, Grand River Dam Authority has **NO COMMENTS** that would need to be addressed related to impacts upon Oklahoma Scenic Rivers Areas. There are no state-designated Scenic Rivers Areas or tributaries thereto located in Rogers County, Oklahoma.

Listing of the names and locations of the six (6) Oklahoma Scenic River Areas:

- Illinois River in Adair, Cherokee, and Delaware Counties.
- Barren Fork Creek in Adair and Cherokee Counties.
- Flint Creek in Delaware County.
- Big Lee Creek in Sequoyah County.
- Little Lee Creek in Adair and Sequoyah Counties; and,
- Upper Mountain Fork River in LeFlore and McCurtain Counties above 600 msl of Broken Bow Reservoir.

To learn more related to the Oklahoma Scenic Rivers Act, please refer to Title 82 Oklahoma Statutes Sections 896.1 – 896.16.

Please know Oklahoma Water Quality Standards (WQS) provide designated Scenic Rivers Areas with the state's highest protection as Outstanding Resource Waters (ORW).

ORW are those waters of the state which constitute outstanding resources or are of exceptional recreational and/or ecological significance as described in WQS 252:730-3-2(a).

Feel free to contact me if you have any questions or when an opportunity arises where GRDA Team may assist you. Thank you for the opportunity to comment on this proposed project.

Ed Fite
Ecosystems & Watershed Management
P.O. Box 70
Langley, OK 74350
Office Cell: (918) 323-6825
Email: edward.fite@grda.com



We deliver affordable, reliable
ELECTRICITY, with a focus on
EFFICIENCY and a commitment to
ENVIRONMENTAL STEWARDSHIP.

We are dedicated to ECONOMIC
DEVELOPMENT, providing
resources and supporting
economic growth.

Our EMPLOYEES are our
greatest asset in meeting our
mission to be an Oklahoma
Agency of Excellence.

September 5, 2023

Town of Chelsea
PO Box 392
Chelsea, OK 74016

**Re: Tier II Transfer Station Permit Application
CARDS NEO, LLC
6082 South Industrial Drive
Chelsea, OK 74016
Terracon Project # 03237110**

In accordance with Oklahoma Department of Environmental Quality (Oklahoma DEQ) regulation 252:515-5-31. (b) Recreation/Preservation Areas, We would like to request a determination for a CARDS Eastern Oklahoma Transfer Station. The proposed transfer station is located at 6082 South Industrial Drive, Chelsea OK, 74016. See **FIGURE 1** attached for the approximate location. This particular transfer station serves as a solid waste and construction & demolition (C&D) waste transfer station. Waste is transported to the transfer station, where it is sorted through for recyclable materials. Certain recyclable materials (scrap metal, cardboard, wood, brick, concrete blocks, etc.) are separated from the waste. The solid waste and C&D waste is then disposed of at a permitted landfill. There is little risk of litter or debris. There is little risk of soil, water, or air contamination, as the facility is designed to minimize soil, water, or air contamination.

The Oklahoma DEQ Regulation 252:515-5-31 (b) Recreation/Preservation Areas state: (1) *Prohibition. Except as provided in (2) of this Subsection, no area within the permit boundary of a new solid waste disposal facility, or expansion of the permit boundary of an existing solid waste disposal facility, shall be located within one-half mile of any area formally dedicated and managed for public recreation or natural preservation by a federal, state, or local government agency.* (2) *Exception. This restriction may be waived if the appropriate management agency provides a statement that the proposed facility is not expected to adversely affect the existing recreation or natural preservation area. Such statement shall be submitted to the DEQ.*

Please review the attached figure and provide this determination as required by the Oklahoma Department of Environmental Quality.



Terracon Consultants, Inc. and CARDS NEO, LLC appreciate your consideration and response in this matter. If you have any questions or comments or need any additional information, please feel free to contact me at Drew.Potter@terracon.com at your convenience.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink that reads 'Drew Potter'.

Drew Potter
Staff Environmental Engineer

A handwritten signature in black ink that reads 'Cynthia Garcia'.

Cynthia Garcia
Staff Environmental Engineer

Enclosure: General Location Map

APPENDIX F

TRANSFER STATION APPLICATION FORM

APPLICATION FOR A Transfer Station PERMIT

Date: August 24, 2023

County: Rogers

Send to:

Solid Waste Permitting Unit
Land Protection Division
Dept. of Environmental Quality
707 N. Robinson (PO Box 1677)
Oklahoma City, OK
73101-1677

FOR DEQ USE

DEQ Log No. _____

No. Copies _____

Date Received: _____

CARDS NEO, LLC proposes to establish, construct, operate, and maintain
(Applicant's Name)

the CARDS Chelsea Oklahoma Transfer Station, located at 6082 S Industrial Dr, Chelsea, OK 74016
(Facility Name) (Exact legal description:

See FIGURE 5 of APPENDIX B of this Permit Application
metes & bounds, platted lot, or land survey. Append extra sheets if necessary)

in Rogers County, Oklahoma, and hereby makes application for a permit to
establish, construct, operate, and maintain a Transfer Station as required by
Oklahoma Solid Waste Management Act and Rules pursuant thereto.

Brief description of application:

Transfer Station shall accept solid waste, construction and demolition (C&D) waste,
and recyclables from residential and commercial entities. Waste shall be disposed of
at a permitted landfill. Recyclables shall be recycled appropriately.

Applicant or Authorized Agent:


Signature

Dan Christensen

Typed Name


Address: P.O. Box 775

City: Tontitown State: AR

Date signed: 9-7-23

Phone: (877) 592-2737

Preparing Engineer:


Signature

Drew Potter

Typed Name

Address: 25809 I-30

City: Bryant State: AR

Date signed: August 23, 2023

Phone: (501) 237-6953

Facility Address (if any): _____

6082 S Industrial Dr, Chelsea, OK 74016

DEQ USE ONLY

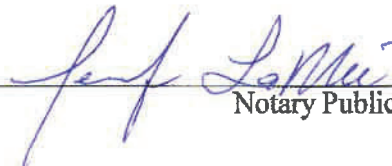
VERIFICATION¹

STATE OF OKLAHOMA)
COUNTY OF OK) SS

Dan Christensen, of lawful age, being first duly sworn, upon oath state that I have read the foregoing APPLICATION FOR A Transfer Station PERMIT, that I am familiar with the matters set forth therein, and that the same are true to the best of my information and belief.


Applicant

Subscribed and sworn to before me this 7 day of September, 2023
by Dan Christensen (Applicant or legal representative).


Notary Public

My commission expires:



¹ This Verification is required for a Tier III application.

APPENDIX G

LANDOWNER NOTIFICATION

DEQ LANDOWNER NOTIFICATION AFFIDAVIT

Tier I, II, or III permit applications in which the applicant does not own all the land subject to the application must notify the owner(s) of leases and/or pipeline right-of-ways. The basis for this requirement is Title 27A of the Oklahoma Statutes § 2-14-103(9), as described in OAC 252:004-7-13(b).

Please note that you MUST fill out and return this affidavit even if you don't have to give any landowner notice.

A	NOTICE TO THE LANDOWNER(S) IS NOT REQUIRED because: (check one)		
<input type="checkbox"/>	My application does not involve any land.	<input checked="" type="checkbox"/>	My application involves only land owned by me (or applicant business).

OR

B	NOTICE TO THE LANDOWNER(S) IS REQUIRED because the land is owned by someone other than myself or the applicant business AND I HAVE NOTIFIED the following (check one):		
<input checked="" type="checkbox"/>	Landowner(s)	<input type="checkbox"/>	Lessor or Administrator or Executor of the land
METHOD OF DELIVERY (check one):			
<input checked="" type="checkbox"/>	Actual notice, for which I have a signed and dated receipt		
<input type="checkbox"/>	Service by Sheriff or private process server, for which I have an affidavit		
<input type="checkbox"/>	Service by certified mail, restricted delivery, for which I have a signed return receipt		
<input type="checkbox"/>	Legal publication, for which I have an affidavit of publication from the newspaper, because the landowners could not be located through due diligence		
MY RIGHT TO USE THIS LAND is by:			
<input checked="" type="checkbox"/>	Lease	<input type="checkbox"/>	Easement
<input type="checkbox"/>	Other, Specify		

LANDOWNER AFFIDAVIT CERTIFICATION			
I, as the applicant or an authorized representative of the applicant, hereby certify that notice to the landowner(s) about the permit application for the facility described below was provided per Option A or B above.			
Company Name	CARDS NEO, LLC	Facility Name	CARDS Chelsea Oklahoma Transfer Station
Facility Address or Legal Description.	6082 South Industrial Dr., Chelsea, OK 74016		
Responsible Official (signature)		Date Signed	
Responsible Official (typed)	Dan Christensen	Title	President

If the landowner notice applies to your application (Option B Above) you can send the following form to them as your notice:

NOTICE TO LANDOWNER OF FILING	
Dear Landowner: (Name) _____	
(Applicant name) _____ has filed a permit application with the Oklahoma Department of Environmental Quality for (Name) <u>CARDS Chelsea Oklahoma Transfer Station</u> facility.	
This application involves the land owned by you located at:	
Address or Legal Description: _____	
Signed: _____ Date: _____	

APPENDIX H

TEMPORARY EASEMENT FORM

TEMPORARY EASEMENT FOR ACCESS

This temporary easement is issued pursuant to the Oklahoma Environmental Quality Code (27A O.S. §2-1-101 *et seq.*, including the Solid Waste Management Act, the rules promulgated thereunder, and in accordance with the conditions and requirements of Permit No. _____, issued by the Oklahoma Department of Environmental

Quality (DEQ) on _____ to CARDS NEO, LLC.
(Date) (Name of permittee)

The facility is located on property owned by CARDS NEO, LLC, hereinafter referred to as Grantor. Grantor does hereby grant unto the DEQ, including its contractors, employees, and its successors and assigns, the right of access to the below described land for purposes of performing closure, post-closure monitoring, or corrective action in the event of default by the owner or operator of the permitted facility.

The easement is granted over and across the permitted area ("Tract") on land situated in

Rogers County, State of Oklahoma.

Following is the legal description of the Tract:

LOTS 4 AND 5 IN BLOCK 2 OF CHELSEA INDUSTRIAL/BUSINESS PARK, AN ADDITION TO THE TOWN OF CHELSEA, ROGERS COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

more particularly described as the permitted area of CARDS Chelsea Oklahoma Transfer Station
(Facility name)

_____, DEQ Permit Number: _____.

This Temporary Easement for Access is given subject to the following conditions:

1. The Grantor hereby grants unto the DEQ an easement and right-of-way over and across the Tract of land described above for access to said Tract for the purposes of

DEQ Form #515-022