

August 8, 2025

Via FedEx

MC 124 Municipal Solid Waste Permits Section Texas Commission on Environmental Quality PO Box 13087 Austin, TX 78711-3087

RE: Anticipated Owner/Operator Change – MSW Permit No. 2401

Permits Team:

I write on behalf of Allied Waste Systems, Inc. ("Allied" or "Transferee") (CN602487241), which is a subsidiary of Republic Services, Inc. ("Republic"). Allied has entered into an agreement (the "Agreement") to purchase certain assets and real property from R & J Recycling and Disposal Transfer Station, LLC ("R & J" or "Transferor"), which owns and operates the R & J Recycling and Disposal Transfer Station (the "Facility") located at 306 FM 2468, Center, TX 75935 (RN110587854). The Facility is a Type V Municipal Solid Waste Transfer Station Facility with MSW Permit No. 2401 (the "Permit").

Pursuant to the Agreement between Allied and R & J, R & J will transfer ownership and operation of the Facility to Allied (the "Transaction"). The anticipated date of this Transaction is on or after August 11, 2025. No operational changes affecting the Permit are proposed at this time, and none are anticipated as a result of the Transaction. Only the name of the Facility and Registrant (Site Operator/Permittee) will change as a result of the Transaction. As such, by way of the enclosed application, we respectfully request the Permit be updated as follows:

- Registrant: Allied Waste Systems, Inc.
- Facility Name: Center Transfer Station
- Facility Address: 306 FM 2468, Center, TX 75935

Enclosed with this letter is a complete TCEQ-20650 Application Form for MSW Permit or Registration Modification or Temporary Authorization with attachments. For questions, please contact Bill Firestone by telephone at (903) 522-8644 or by email at wfirestone@republicservices.com.

WPD RECEIVED:
PROJECT MANAGER:
TRACKING NUMBER:
DUE DATE:

December 2, 2025 Steve Niemeyer 31803123 November 26, 2025



TRANSFEROR

R & J Recycling and Disposal Transfer Station, LLC, a Texas limited liability company
By:
Name: Stacy Wershing
Title: Owner/Manager
TRANSFEREE
Allied Waste Systems, Inc., a Delaware corporation By:

Name: Brady Loesch

Title: Vice President

TRANSFEROR
R & J Recycling and Disposal Transfer Station, LLC,
a Texas limited liability company
By:
Name: Stacy Wershing ()
Title: Owner/Manager
TRANSFEREE
Allied Waste Systems, Inc.,
a Delaware corporation
By:
Name: Brady Loesch
Title: Vice President



October 30, 2025

Mr. Stephen M. Niemeyer
Project Manager
Municipal Solid Waste Permits Section - MC 124
Texas Commission on Environmental Quality (TCEQ)
P. O. Box 13087
Austin, Texas 78711-3087

Subject: Registration Modification Request NOD Response

Allied Waste Systems, Inc.

CN 602487241

306 FM 2469 Center, TX 75935 TCEQ Tracking Number 31801323

CEC Project 356-836

Dear Mr. Niemeyer:

Allied Waste Systems, Inc. (Allied), has prepared the following responses to your comments dated September 11, 2025 relating to the Registration Modification request submitted on August 8, 2025 for the anticipated owner/operator change for Municipal Solid Waste (MSW) Permit No. 2401. We have repeated each of your comments below followed by our response.

1. Application Form for MSW Permit or Registration Modification or Temporary Authorization (TCEQ Form 20650)

Ensure the Latitude and Longitude match those in the permit, 31.811828 and -94.176661 degrees, respectively.

The latitude and longitude on the Registration Modification form have been updated.

- 2. Core Data Form for the Transferor (TCEQ 10400)
 - No. 17, provide an email address.
 An email address has been added to the Core Data form for the transferor.
 - *No. 18, provide a phone number.*

A phone number has been added to the Core Data form for the transferor.

• No. 21, check only the third box, Update to Regulated Entity Information.

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Only the third box has been checked on the Core Data form for the transferor.

• No. 27, provide the latitude from the permit, 31.88828 degrees.

The latitude on the Core Data form for the transferor has been updated.

• No. 28, provide the longitude from the permit, -94.176661 degrees.

The longitude on the Core Data form for the transferor has been updated.

- 3. Core Data Form for the Transferee (TCEQ 10400)
 - No. 21, check only the third box, Update to Regulated Entity Information.

Only the third box has been checked on the Core Data form for the transferee.

• No. 27, provide the latitude from the permit, 31.811828 degrees.

The latitude on the Core Data form for the transferee has been updated.

• No. 28, provide the longitude from the permit, -94.176661.

The longitude on the Core Data form for the transferee has been updated.

4. As required by 30 TAC 330.59(f)(1), provide a list of all Texas solid waste sites owned or operated within the last 10 years, along with the site name, site type, permit or registration number, county, and dates of operation. The definition of a solid waste site can be found in 30 TAC 330.3.

This list has been updated and is included in Attachment 7-Evidence of Competency.

5. As required by 30 TAC 330.59(f)(2), provide a list of all solid waste sites in all states, territories, or countries, in which the owner or operator has a direct financial interest, and identify the type of site by location, operating dates, name, and address of the regulatory agency, and the name under which the site was operated.

This list has been updated and is included in Attachment 7-Evidence of Competency.

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6. Provide the name and TCEQ MSW license number of the licensed operator for the facility, as required by 30 TAC 330.59(f)(3).

The licensed operator for the facility is Brian Zackery "Zack" Briscoe and his license number is SW0003269. This information has been added to Attachment 7-Evidence of Competency.

We hope these responses adequately address each of your comments, however, if you have any remaining questions, please contact Adam Mehevec at 512-587-4475 or or Adam Hart at

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Alex Fleming, PG

Assistant Project Manager

Adam Mehevec, PE

Vice President

cc:

Attachments

A – Redline Version of Revised Pages

B – Clean Version of Revised Pages



Texas Commission on Environmental Quality

Application Form for Municipal Solid Waste Permit or Registration Modification or Temporary Authorization

Application Tracking Information

Facility Name: R&J Recycling and Disposal Transfer Station							
Permittee or Registrant Name: Allied Waste Systems, Inc.							
MSW Authorization Number: 2401							
Initial Submission Date: August 8, 2025							
Revision Date: October 30, 2025							
Instructions for completing this form are provided in <u>form TCEQ-20650-instr</u> ¹ . If you have							
questions, contact the Municipal Solid Waste Permits Section by email to							
mswper@tceq.texas.gov, or by phone at 512-239-2335.							
Application Data							
1. Submission Type							
☐ Initial Submission ☐ Notice of Deficiency (NOD) Response							
2. Authorization Type							
■ Permit							
3. Application Type							
☐ Modification with Public Notice ☐ Modification without Public Notice							
☐ Temporary Authorization (TA) ■ Modification for Name Change or Transfer							
4. Application Fee							
Amount							
The application fee for a modification or temporary authorization is \$150.							
Payment Method							
☐ Check							
■ Online through ePay portal <u>www3.tceq.texas.gov/epay/</u>							
If paid online, enter ePay Trace Number: 582EA000679695							

 $^{^1\} www.tceq.texas.gov/downloads/permitting/waste-permits/msw/forms/20650-instr.pdf$

5.	Electronic	Versions	of Application	ì
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For modifications that require public notice, TCEQ will publish electronic versions of the applications online. Applicants must provide complete electronic copies of their initial applications, responses to notices of deficiencies, and the final technically complete versions. (Refer to instructions for this form for how to submit electronically.)

6. Party Responsible for Mailing Notice
For modifications that require notice, indicate who will be responsible for mailing notice:
■ Applicant
Contact Name: Cole Thompson
Title: Division Sales Manager
Email Address:
7. Confidential Documents
Does the application contain confidential documents?
☐ Yes ■ No
If "Yes", reference the confidential documents in the application, but submit the confidential documents as an attachment in a separate binder marked "CONFIDENTIAL."
8. Facility General Information
Facility Name: R&J Recycling and Disposal Transfer Station
Contact Name: Zack Briscoe Title: Division Manager
MSW Authorization Number (if existing): 2401
Regulated Entity Reference Number: RN 110587854
Physical or Street Address: 306 FM 2468
City: Center County: Shelby County State: TX Zip Code: 75935
Phone Number: (936) 591-9695
Latitude (Decimal Degrees): 31.811828
Longitude (Decimal Degrees): -94.176661
O
9. Facility Types
☐ Type I ☐ Type IV ■ Type V
☐ Type IAE ☐ Type IVAE ☐ Type VI

10. Description of the Revisions to the Facility

Provide a brief description of revisions to permit or registration conditions and supporting documents referred to by the permit or registration, and a reference to the specific provisions under which the modification or temporary authorization application is being made. Also, provide an explanation of why the modification or temporary authorization is needed:

Application for permit transfer and facility name change pursuant to 30 TAC §305.64 and 305.70(k)(13) in anticipation of the transfer of ownership and operations from R & J Recycling and Disposal Transfer Station, LLC to Allied Waste Systems, Inc.

11. Facility Contact Info	rmation			
Site Operator (Permittee or	Registrant)			
Name: Allied Waste Systems, Inc.			_	
Customer Reference Number:	CN_602487241_		-	
Contact Name: Zack Briscoe		Title: Div	rision Manager	
Mailing Address: 306 FM 2468				
City: Center			State: TX	Zip Code: <u>75935</u>
Phone Number: (936) 591-9695				
Email Address:				
Texas Secretary of State (SOS)) Filing Number: 00	07388506		
Operator (if different from S	Site Operator)			
Name:			_	
Customer Reference Number:	CN			
Contact Name:		Title:		
Mailing Address:				
City:	County:		State:	Zip Code:
Phone Number:				
Email Address:				
Texas Secretary of State (SOS)) Filing Number:			

Consultant (if applicable)	
Firm Name:	
Consultant Name:	
Texas Board of Professional Engineers Firm Registration Number:	
Contact Name: Title:	
Mailing Address:	
City:	_ Zip Code:
Phone Number:	
Email Address:	
Agent in Service (required for out-of-state applicants)	
Name: C T CORPORATION SYSTEM	
Mailing Address: 1999 Bryan St, Suite 900	
City: Dallas County: Dallas State: TX Z	ip Code: <u>75201</u>
Phone Number: (214) 979-1172	
Email Address:	
12. Ownership Status of the Facility	
Is this a modification that changes the legal description, the property own Operator (Permittee or Registrant)?	er, or the Site
■ Yes □ No	
If the answer is "No", skip the next question and proceed to signature page	je.
Does the Site Operator (Permittee or Registrant) own all the facility units property?	and all the facility
■ Yes □ No	
If "No", provide the following information for other owners.	
Owner Name:	
Mailing Address:	
City:	Zip Code:
Phone Number:	
Email Address:	

Signature Page

Site Operator or Authorized Signatory

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 there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Title: Environmental Manager
Date: <u>/0-30-25</u>
nation of Authorized Signatory
is signed by an authorized representative
as my representative ny application, submit additional on; and/or appear for me at any hearing Quality in conjunction with this request osal Act permit. I further understand that n, for oral statements given by my tion, and for compliance with the terms d based upon this application.
Date:
id Austin Sparks
· ·
PATRICIA DIANE ROBERTSON Notary ID #1878347 My Commission Expires June 29, 2027

Note: Application Must Bear Signature and Seal of Notary Public

Attachments for Permit or Registration Name Change or Transfer Modification

Refer to instruction document **200650-instr** for professional engineer seal requirements.

Attachments Table 5. Required attachments.

Required Attachments	Attachment Number
TCEQ Core Data Form(s)	1
Property Legal Description	2
Property Metes and Bounds Description	2
Metes and Bounds Drawings	10
On-Site Easements Drawing	10
Land Ownership Map	3
Land Ownership List	4
Property Owner Affidavit	5
Verification of Legal Status	6
Evidence of Competency	7

Attachments Table 6. Additional attachments as applicable.

Additional Attachments as Applicable (select all that apply and add others as needed)	Attachment Number
☐ Signatory Authority Delegation	8
☐ Fee Payment Receipt	9
☐ Confidential Documents	N/A
☐ Final Plat Record of Property	N/A
☐ Assumed Name Certificate	N/A

CORE DATA FORMS



TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)

Renewal (Core Data Form sho	ould be submitted with	the renewal form)	⊠ c	ther Name Ch	ange/Ow	vnership Trans	sfer	
2. Customer Reference Number	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued) RN 110587854						
ECTION II: Cus	tomer Info	ormation						
4. General Customer Informat	ective Date for Customer Info	r Information Updates (mm/dd/yyyy) 8/1/2025						
New Customer	 ☑ Update to	Customer Information		nge in Regulated Ent	ity Owne	rship		
Change in Legal Name (Verifiable	le with the Texas Secre	etary of State or Texas Comptrolle	r of Public	Accounts)				
The Customer Name submitted	d here may be upda	ited automatically based on	what is c	urrent and active	with the	e Texas Secr	etary of State	
(SOS) or Texas Comptroller of	Public Accounts (CP	A).						
6. Customer Legal Name (If an	individual, print last no	ame first: eg: Doe, John)		If new Customer,	enter pre	vious Custome	r below:	
Allied Waste Systems, Inc.								
7. TX SOS/CPA Filing Number	8. TX	State Tax ID (11 digits)		9. Federal Tax ID 10. DI			DUNS Number (if	
0007388506	13627	502522	(9 digits)		applicable)			
11. Type of Customer:			☐ Individual Partnership: ☐ General ☐			eral 🔲 Limited		
Government: 🗌 City 🔲 County 🛭	☐ Federal ☐ Local ☐	State Other	Sole P	roprietorship	Oth	er:		
12. Number of Employees				13. Independer	itly Owr	ed and Ope	rated?	
□ 0-20 □ 21-100 □ 101-2	50 🗌 251-500	☑ 501 and higher		☐ Yes	⊠ No			
14. Customer Role (Proposed or	Actual) – as it relates	to the Regulated Entity listed on	this form.	I Please check one of	the follo	wing		
Owner Ope	erator	Owner & Operator						
Occupational Licensee R	esponsible Party	☐ VCP/BSA Applicant		U Other:				
15. Mailing								
Address:		State	ZIP			ZIP + 4		
City								
16. Country Mailing Information								

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() -							()	-		
SECTION III: Regulated Entity Information										
21. General Regulated En	tity Infor	mation (If 'New Reg	ıulated Entity" is sele	cted, a ne	w permit o	applicat	ion is als	o required.)		
☐ New Regulated Entity	Update	to Regulated Entity	Name 🔀 Update	to Regula	ted Entity	Informa	ition			
The Regulated Entity Namas Inc, LP, or LLC).	ne submit	tted may be updat	ted, in order to me	et TCEQ	Core Dat	a Stan	dards (r	emoval of or	rganization	al endings such
22. Regulated Entity Nam	e (Enter no	ame of the site wher	e the regulated actio	n is takin	g place.)					
R&J Recycling and Disposal T	ransfer Sta	ition								
23. Street Address of the Regulated Entity:	306 FM 2	2468								
(No PO Boxes)	City	Center	State	TX	ZIP		75935		ZIP + 4	7251
24. County	Shelby	I								
	<u> </u>	If no Stree	et Address is provi	ded, fiel	ds 25-28 a	are rec	juired.			
25. Description to Physical Location:	FACILITY CENTER	LOCATED ON FM 246	58 APPROX 830 FT N	W OF THE	INTERSEC	OF FM	2468 ANI	D FM 699 IN SI	HELBY CO TX	NEAR THE CITY OF
26. Nearest City							State		Nea	rest ZIP Code
Center							TX		7593	
Latitude/Longitude are re used to supply coordinate	-	-				tandai	ds. (Geo	ocoding of th	ne Physical	Address may be
27. Latitude (N) In Decima	al:	31.811828		2	8. Longitu	ude (W) In Dec	imal:	-94.17666	51
Degrees	Minutes		Seconds	D	egrees			Minutes		Seconds
29. Primary SIC Code (4 digits)		30. Secondary SIC (4 digits)	Code	31. Pri (5 or 6	mary NAI digits)	ICS Cod	de	32. Seco (5 or 6 dig	ndary NAIC	CS Code
4953				562212						
33. What is the Primary B	Business o	of this entity? (Do	o not repeat the SIC o	l or NAICS a	lescription.	.)				
Recycling and disposal transf	er station									
34. Mailing	306 FM	2468								
Address:										
	City	Center	State	TX	2	ZIP	75935		ZIP + 4	7251
35. E-Mail Address:										
36. Telephone Number			37. Extension or	Code		38. Fa	x Numb	oer (if applicab	ole)	
(936) 598-3014										
			I							

19. Extension or Code

20. Fax Number (if applicable)

18. Telephone Number

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39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance. ☐ Dam Safety Districts Edwards Aquifer ☐ Industrial Hazardous Waste ☐ Emissions Inventory Air ☐ New Source Municipal Solid Waste OSSF ☐ Petroleum Storage Tank ☐ PWS Review Air #2401 Storm Water ☐ Title V Air Tires Used Oil #24207 ☐ Voluntary Cleanup Other: ■ Wastewater ■ Wastewater Agriculture ■ Water Rights **SECTION IV: Preparer Information** 40. Name: Adam Hart 41. Title: Team Environmental Manager 42. Telephone Number 43. Ext./Code 44. Fax Number 45. E-Mail Address (903) 539-4065) ahart2@republicservices.com **SECTION V: Authorized Signature** 46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39. Company: Job Title: Allied Waste Systems, Inc. **Environmental Manager** Name (In Print): **Austin Sparks** Phone: (903) 566-5007 Signature: Date: 10/30/2025

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TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

1. Reason for Submission (If other is checke	ad places describe in space provided			
1. Reason for Submission (i) other is theta	eu pieuse uescribe iii space provideu.)			
New Permit, Registration or Authorization	n (Core Data Form should be submitted with	the program application.)		
Renewal (Core Data Form should be subn	nitted with the renewal form)	Other Name change/	ownership transfer	
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in	3. Regulated Entity Reference Number (if issued) RN 110587854		
CN 603019555	Central Registry**			
4. General Customer Information	5. Effective Date for Customer Infor		7/31/2025	
	Update to Customer Information	Change in Regulated Entity Ov	. ,	
 New Customer □ Change in Legal Name (Verifiable with the T The Customer Name submitted here may	Update to Customer Information Texas Secretary of State or Texas Comptroller To be updated automatically based on well as the company of th	Change in Regulated Entity Ov of Public Accounts)	vnership	
☐ New Customer ☐ Change in Legal Name (Verifiable with the T	Update to Customer Information Texas Secretary of State or Texas Comptroller To be updated automatically based on well as the company of th	Change in Regulated Entity Ov of Public Accounts)	vnership	
 New Customer □ Change in Legal Name (Verifiable with the T The Customer Name submitted here may	Update to Customer Information Texas Secretary of State or Texas Comptroller To be updated automatically based on we punts (CPA).	Change in Regulated Entity Ov of Public Accounts) what is current and active with	vnership	
☐ New Customer ☐ Change in Legal Name (Verifiable with the T The Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance in the Customer Name submitted here in the Custome	Update to Customer Information Texas Secretary of State or Texas Comptroller To be updated automatically based on we punts (CPA).	Change in Regulated Entity Ov of Public Accounts) what is current and active with	vnership the Texas Secretary of State	
New Customer ☐ Change in Legal Name (Verifiable with the T The Customer Name submitted here may (SOS) or Texas Comptroller of Public Accordance 6. Customer Legal Name (If an individual, p	Update to Customer Information Texas Secretary of State or Texas Comptroller To be updated automatically based on we punts (CPA).	Change in Regulated Entity Ov of Public Accounts) what is current and active with	vnership the Texas Secretary of State	

☐ Corporation ☐ Individual Partnership: \square General \square Limited 11. Type of Customer: Government:
City County Federal Local State Other ☐ Sole Proprietorship Other: Limited Liability Company 12. Number of Employees 13. Independently Owned and Operated? 0-20 21-100 101-250 251-500 501 and higher ☐ No 14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following Owner & Operator ☐ Operator ○ Other: Former property owner Occupational Licensee Responsible Party □ VCP/BSA Applicant PO Box 2047 15. Mailing Address: City Center State TX ZIP 75935 ZIP + 416. Country Mailing Information (if outside USA) 17. E-Mail Address (if applicable)

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18. Telephone Number	19. Extension or Code	20. Fax Number (if applicable)
936) 591-9695		() -
. ,	end Entity Information	
ECTION III: Regulat	ed Entity Information	
ECTION III: Regulat	ced Entity Information on (If 'New Regulated Entity" is selected, a new perm	it application is also required.)

as Inc, LP, or LLC).												
22. Regulated Entity Nam	e (Enter nan	ne of the site whe	re the	regulated action	is tal	king plad	ce.)					
R&J Recycling and Disposal T	ransfer Stati	on										
23. Street Address of the Regulated Entity:	306 FM 2468											
(No PO Boxes)	City	Center		State	TX		ZIP		7593	5	ZIP + 4	7251
24. County	Shelby	-									1	
		If no Stre	et Ad	dress is provid	ed, f	fields 2	5-28	are red	quired.			
25. Description to Physical Location:	FACILITY LC CENTER	CATED ON FM 24	68 API	PROX 830 FT NW	OF T	HE INTE	RSEC	OF FM	2468 A	ND FM 699 IN S	HELBY CO TX	NEAR THE CITY OF
26. Nearest City									State		Nea	rest ZIP Code
Center									TX		7593	35
Latitude/Longitude are re used to supply coordinate	-	-	-				ata S	tanda	rds. (G	eocoding of t	he Physical	Address may be
27. Latitude (N) In Decima	al:	31.88828				28. Longitude (W) In Decimal:			-94.176661			
Degrees	Minutes		Seco	nds		Degree	es			Minutes		Seconds
29. Primary SIC Code (4 digits)		Secondary SIC	Code		31. Primary NAICS Code (5 or 6 digits) 32. Second (5 or 6 digits)			ondary NAIO	CS Code			
4953					5622	212						
33. What is the Primary B	susiness of	this entity? (D	o not i	repeat the SIC or	NAIC	CS descri	ption.)				
Recycling and disposal transfe	er station											
34. Mailing	306 FM 24	168										
Address:												
	City	Center		State	TX		Z	ΖIP	7593	5	ZIP + 4	7251
35. E-Mail Address:												
36. Telephone Number	<u>'</u>		37.	Extension or C	ode			38. Fa	ax Nun	nber (if applica	ble)	
() -								(-			
CEQ-10400 (11/22)			-									Page 2 of 3

form. See the Core Data Form instructions for additional guidance. ☐ Dam Safety ☐ Districts ☐ Edwards Aquifer ■ Emissions Inventory Air ☐ Industrial Hazardous Waste ☐ New Source Municipal Solid Waste OSSF Petroleum Storage Tank □ PWS Review Air #2401 Storm Water ☐ Title V Air ☐ Tires Used Oil #24207 ☐ Voluntary Cleanup ☐ Wastewater ■ Wastewater Agriculture ■ Water Rights Other: **SECTION IV: Preparer Information** 40. Name: Adam Mehevec 41. Title: Vice President 42. Telephone Number 43. Ext./Code 45. E-Mail Address 44. Fax Number (512) 329-0006 (512) 329-0096 **SECTION V: Authorized Signature** 46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39. Company: R & J Recycling and Disposal Transfer Station, LLC Job Title: Manager Name (In Print): Stacy Wershing Phone: (936) 591-9695 Signature: Date: 10-30-2025

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this

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CLEAN PAGES

Attachment 2: Property Legal Descriptions

Tract 1:

BEING all that certain tract or parcel of land lying and situated in Shelby County, Texas, out of the N. SMITH SURVEY, ABSTRACT NO. 644 and being a part or portion of that certain 74.36-acre tract described in a deed from Helen Rodgers to Billy D. Rodgers dated June 15, 1998 and recorded in Volume 840 on Page 585 of the Deed Records of Shelby County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to wit BEGINNING at an interior ell corner of the aforesaid referred to 74.36-acre tract and the Southwest corner of that certain 25-acre tract described in a deed from Jerry W. Warren et ux to Fairy Graves et ux dated September 17, 1976, and recorded in Volume 523 on Page 567 of the Deed Records of Shelby County, Texas. a 3/4" pipe found for corner;

THENCE S 73 Degrees 07' 13" E with a North boundary line of the said 74.36 acre tract and the South boundary line of the said 25 acre tract, at 165.16 feet pass on line a 1/2" pipe set for reference, at 180.16 feet an angle corner of that certain 4.578 acre tract described in a deed from Citizens Bank to Kenneth Campbell, Sr., Trustee of the Kenneth Campbell, Sr. Family Trust dated April 18, 2012 and recorded In Document No. 2012002446 of the Deed Records of Shelby County, Texas, a point for corner in the centerline of a branch;

THENCE nine calls severing the said 74.36-acre tract, with the North boundary line of the said 4.578 acre tract and with the centerline of the said branch as follows:

- (1) S 43° 03' 16" W, at 27.57 feet a point for corner;
- (2) S 64° 26' 54" W, at 20.29 feet a point for corner;
- (3) N 61° 00' 28" W, at 33.09 feet a point for corner;
- (4) S 75° 36' 53" W, at 48.42 feet a point for corner;
- (5) N 79° 13' 30" W, at 45.80 feet a point for corner;
- (6) N 79° 17' 44" W, at 63.66 feet a point for corner;
- (7) N 73° 51' 53" W, at 25.34 feet a point for corner;
- (8) N 72° 49' 43" W, at 31.82 feet a point for corner;

and containing 4.11 acres of land, more or less.

(9) N 81° 12" W, at 23.90 feet the Northwest corner of the said 4.578-acre tract in the Southwest boundary line of the said 74.36-acre tract and the centerline of F.M. Highway No. 2468 (100 feet wide right-o-way), a pk nail set for corner;

THENCE N 36° 50' 03" W with the Southwest boundary line of the said 74.36-acre tract and the centerline of F.M. Highway No. 2468, at 500.00 feet a pk nail set for corner;

THENCE N 57° 42' 43" E severing the said 74.36-acre tract at 50.16 feet pass on line a 1/2" pipe set for reference, at 509.24 feet intersect the Northernmost East boundary line of the said 74.36 acre tract and the West boundary line of the said 25 acre tract, a 1/2" pipe set for corner; THENCE S 00° 23' 00" W with the Northernmost East boundary line of the said 74.36-acre tract and the West boundary line of the said 25-acre tract, at 635.46 feet the point and place of beginning

ALSO BEING DESCRIBED AS:

Description of a 4.109 acre tract of land situated in the N. Smith Survey, Abstract No. 644, Shelby County, Texas and being all of that tract of land conveyed to R & J Recycling & Disposal Transfer Station, LLC by General Warranty Deed recorded in County Clerk's Instrument No. 2023002140, Deed Records, Shelby County, Texas; said 4.109 acre tract also being more particularly described by metes and bounds as follows;

BEGINNING, at a point (4-inch wood post found for reference South 32 degrees 52 minutes 45 seconds West, 0.99 feet) at an interior corner of said 4.109 acre tract; said point also being the southwest corner of a 26.555 acre tract of land conveyed to Juan De Dios Perez Ramirez and Elias Ramirez by Warranty Deed with Vendor's Lien recorded in County Clerk's Instrument No. 2025000827, Deed Records, Shelby County, Texas;

THENCE, South 76 degrees 29 minutes 35 seconds East (record calls South 73 degrees 07 minutes 13 seconds East), with the common line of said 4.109 acre tract and said 26.555 acre tract, a distance of 180.16 feet to a point at the east corner of said 4.109 acre tract; said point also being the easternmost northwest corner of a 4.578 acre tract of land conveyed to Londa Hohimer Campbell by Deed recorded in County Clerk's Instrument No. 2018002023, Deed Records, Shelby County, Texas; said point also being on the centerline of a branch of Prairie Creek;

THENCE, with the common line of said 4.109 acre tract and 4.578 acre tract and along the centerline of said branch of Prairie Creek, the following metes and bounds;

South 39 degrees 40 minutes 54 seconds West (record calls South 43 degrees 03 minutes 16 seconds West), leaving said 26.555 acre tract, a distance of 27.57 feet to a point for angle corner;

South 61 degrees 04 minutes 32 seconds West (record calls South 64 degrees 24 minutes 54 seconds West), a distance of 20.29 feet to a point for angle corner;

North 64 degrees 22 minutes 50 seconds West (record calls North 61 degrees 00 minutes 28 seconds West), a distance of 33.09 feet to a point for angle corner;

South 72 degrees 14 minutes 31 seconds West (record calls South 75 degrees 36 minutes 53 seconds West), a distance of 48.42 feet to a point for angle corner;

North 82 degrees 35 minutes 52 seconds West (record calls North 79 degrees 13 minutes 30 seconds West), a distance of 45.80 feet to a point for angle corner;

North 82 degrees 40 minutes 06 seconds West (record calls North 79 degrees 17 minutes 44 seconds West), a distance of 63.66 feet to a point for angle corner;

North 77 degrees 14 minutes 15 seconds West (record calls North 73 degrees 51 minutes 53 seconds West), passing, at a distance of 1.18 feet a point on the apparent northeast right-of-way

line of F.M. Highway 2468 (100 feet wide); continuing, in all, a total distance of 25.34 feet to a point for angle corner;

North 76 degrees 12 minutes 05 seconds West (record calls North 72 degrees 49 minutes 43 seconds West), a distance of 31.82 feet to a point for angle corner;

North 84 degrees 41 minutes 34 seconds West (record calls North 81 degrees 19 minutes 12 seconds West), a distance of 23.90 feet to a point at the south corner of said 4.109 acre tract; said point also being the westernmost northwest corner of said 4.578 acre tract; said point also being in the centerline of said F.M. Highway 2468;

THENCE, North 40 degrees 12 minutes 25 seconds West (record calls North 36 degrees 50 minutes 03 seconds West), with said centerline, a distance of 500.00 feet to a point at the west corner of said 4.109 acre tract; said point also being the south corner of a tract of land conveyed to Stacy I. Wershing (no recording information found);

THENCE, North 54 degrees 20 minutes 21 seconds East (record calls North 57 degrees 42 minutes 43 seconds East), leaving said centerline of F.M. Highway 2468 and with the common line of said 4.109 acre tract and Wershing tract, passing, at a distance of 50.16 feet a point on said apparent northeast right-of-way line of F.M. Highway 2468; continuing, in all, a total distance of 509.24 feet to a 1/2-inch iron rod with (illegible) cap found at the north corner of said 4.109 acre tract; said point also being the east corner of said Wershing tract; said point also being on the west line of said 26.555 acre tract;

THENCE, South 02 degrees 59 minutes 22 seconds East (record calls South 00 degrees 23 minutes 00 seconds East), with the common line of said 4.109 acre tract and said 26.555 acre tract, a distance of 635.46 feet to the POINT OF BEGINNING;

CONTAINING, 179,008 square feet or 4.109 acre tract of land, more or less.

Tract 2:

BEING all that certain tract or parcel of land lying and situated in Shelby County, Texas, out of the N. SMITH SURVEY, ABSTRACT NO. 644 and being a part or portion of that certain 74.36 acre tract described in a deed from Helen Rodgers to Billy D. Rodgers dated June 15, 1998 and recorded in Volume 840 on Page 585 of the Deed Records of Shelby County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to wit:

BEGINNING at the North corner of that certain 4.11 acre tract described in a deed from Billy D. Rodgers et ux to Stacy I. Wershing dated October 31, 2018 and recorded in Document No. 2018003584 of the Deed Records of Shelby County, Texas in the East boundary line of the aforesaid referred to 74.36 acre tract and the West boundary line of that certain 25 acre tract described in a deed from Jerry W. Warren et ux to Fairy Graves et ux dated September 17, 1976 and recorded in Volume 523 on Page 567 of the Deed Records of Shelby County, Texas (said

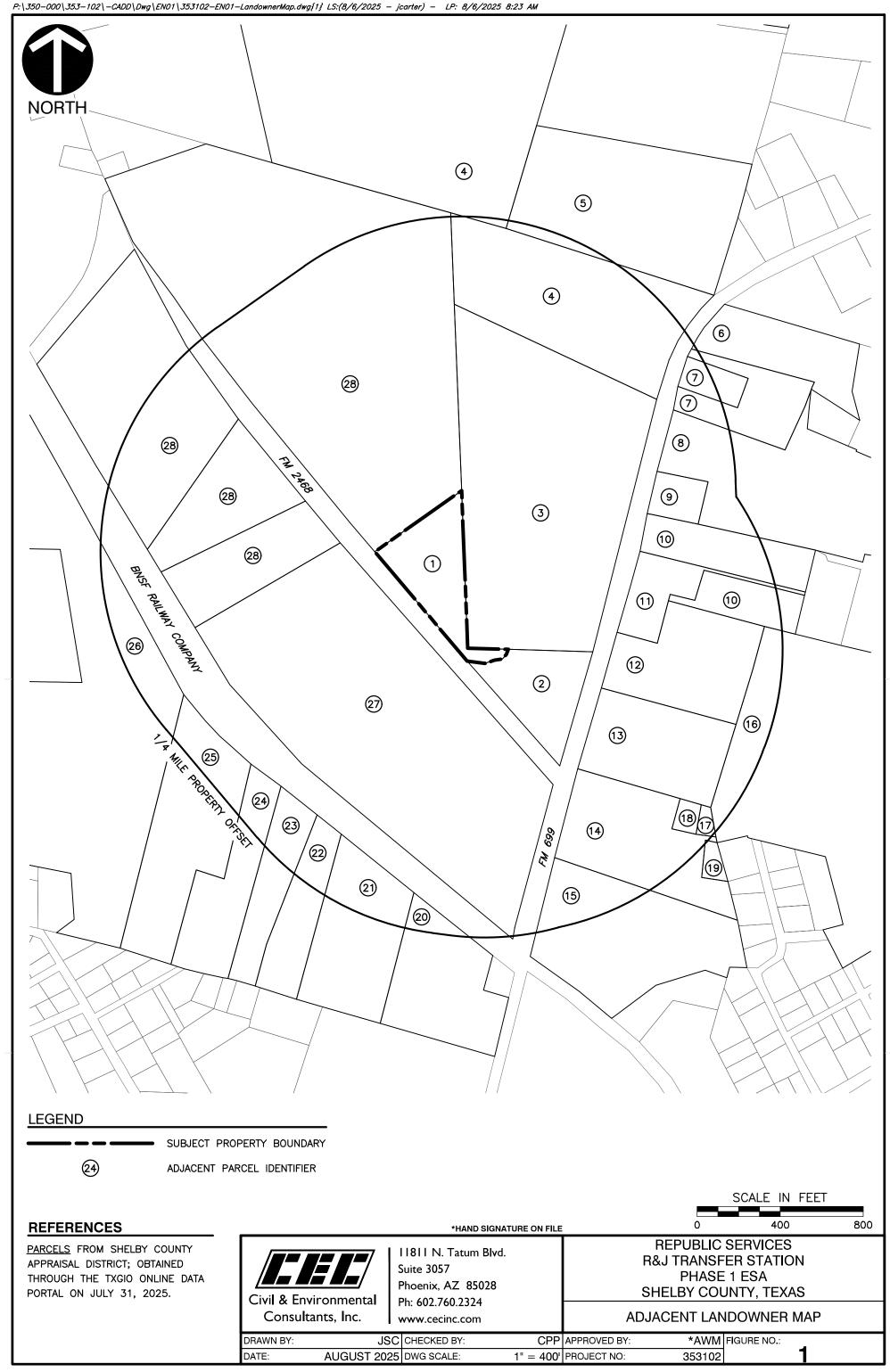
4.11 acre tract being a part or portion of the said 74.36 acre tract), a 1/2" pipe found for corner, said corner referenced by a 3/4" pipe bearing S 00° 23' 00" W 635.46 feet;

THENCE S 57° 42' 43" W with the Northeast boundary line of the said 4.11 acre tract and severing the said 74.36 acre tract, at 459.08 feet pass on line a 1/2" pipe found for reference in the Northeast right-of-way line of F.M. Highway No. 2468 (100 feet wide right-of-way), at 509.24 feet the West corner of the said 4.11 acre tract in the Southwest boundary line of the said 74.36 acre tract and the centerline of F.M. Highway No. 2468, a point for corner;

THENCE N 36° 50' 03" W with the Southwest boundary line of the said 74.36 acre tract and the centerline of F.M. Highway No. 2468, at 81.16 feet a point for corner;

THENCE N 57° 42' 43" E severing the said 74.36 acre tract, at 50.16 feet pass on line a 1/2" pipe set for reference in the Northeast right-of-way line of F.M. Highway No. 1468, at 567.56 feet intersect the Northernmost East boundary line of the said 74.36 acre tract and the West boundary line of the aforesaid 25 acre tract, a ½" pipe set for corner, said corner witnessed by a fence corner bearing N 00° 23' 00" E 873.57 feet;

THENCE S 00° 23' 00" W with the Northernmost East boundary line of the said 74.36 acre tract and the West boundary line of the said 25 acre tract, at 96.11 feet the point and place of beginning and containing 1.00 acre of land more or less.



LANDOWNERS LIST

The following table lists the names and mailing addresses of the adjacent and potentially affected landowners around the Transfer Station's permit boundary (and easement holders located within the property permit boundary). The list is based on the Shelby County Appraisal District records and includes all property owners within 1/4 mile of the site (as of August 2025). Refer to the Figure 1 Land Ownership Map, for location of the properties. The numbering of this list corresponds to the numbers of the Land Ownership Map.

Number	Name	Address
1	R & J RECYCLING & DISPOSAL TRANSFER	1008 SOUTHVIEW CIR, CENTER, TX 75935
	STATION LLC	
2	CAMPBELL LONDA HOHIMER	P O BOX 1588, CENTER, TX 75935
3	RAMIREZ JUAN DE DIOS PEREZ & RAMIREZ	445 FM 699, CENTER, TX 75935
	ELIAS	
4	RODGERS BILLY D	P O BOX 1228, CENTER, TX 75935
5	REYNOLDS CAROLYN, A SINGLE PERSON	123 CR 3648, CENTER, TX 75935
6	PATILLO WAYNE O	532 FM 699, CENTER, TX 75935
7	CHISENHALL EDDIE J & SUE A	494 FM 699, CENTER, TX 75935
8	AMBURN MEGAN	450 FM 699, CENTER, TX 75935
9	HUGHES JAMES E & SHIRLEY	388 FM 699, CENTER, TX 75935
10	SMITH BENNY JOE & THELMA	348 FM 699, CENTER, TX 75935
11	LEE BRIAN J & KIMBERLY CHANTAY	348 FM 699, CENTER, TX 75935
12	Multiple Owners	108 LANDMARK INN COURT,
		GEORGETOWN, TX 78633 No Address
13	SANTANA NEHEMIAS & LORI	1094 FM 2140, CENTER, TX 75935
14	WELLS JASON	6712 US HIGHWAY 96 S, CENTER, TX 75935
15	S2 ENTERPRISES OF TX LLC	220 TENAHA STREET, CENTER, TX 75935
16	LISTER SHAQUANDRICK D	1034 RANDOLPH DR, DESOTO, TX 75115
17	GARCIA NOEMI	1101 COTTON FORD ROAD LOT #19,
18	CELEDON DAVID ESTRADA	CENTER, TX 75935 601 NACOGDOCHES ST, CENTER, TX 75935
19	RODRIGUEZ ROMAN & ADELA	1101 COTTON FORD RD LOT 10, CENTER,
19	RODRIGUEZ KOIVIAN & ADELA	TX 75935
20	PEACE MAT L	c/o CHERYL PEACE SPEEDY P O BOX 1842, CENTER, TX 75935
21	MORENO ALFREDO LEON & GARCIA	208 PORTER ST, CENTER, TX 75935
_	TARETH NAYELY CEBALLOS	
22	DIAZ ANTONIO & ROSA	3505 CR 1490, CENTER, TX 75935
23	MARTIN MARFELIA D	PO BOX 1046, CENTER, TX 75935
24	WAH SI & LA PRI ZA	702 HUTCHINS, CENTER, TX 75935
25	HALL CATHRYN E	213 KATY B LN, BASTROP, TX 78602
26	T & C MANAGEMENT LLC	616 TENAHA ST, CENTER, TX 75935

27	KASPAR KIDS JOINT VENTURE CENTER	1565 STATE HWY 95 N, YOAKUM, TX 77995
	PROPERTY LLC	
28	PORTACOOL LLC	721 FM 2468, CENTER, TX 75935
29	WERSHING STACY I	PO BOX 2047, CENTER, TEXAS 75935

Attachment 5

Property Owner Affidavit

I, Brady Loesch, as Vice President for Allied Waste Systems, Inc., acknowledge that the State of Texas may hold me either jointly or severally responsible for the operation, maintenance, and closure of the facility. I further acknowledge that I or the operator and the State of Texas shall have access to the property during the active life, and after closure, for the purpose of inspection and maintenance, if required.

Date: 8/8/25

Signed: _

Brady Loesch Vice President

Allied Waste Systems, Inc.

Error! Unknown document property name.



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for ALLIED WASTE SYSTEMS, INC. (file number 7388506), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on August 26, 1987.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 15, 2025.



gave Helson

Jane Nelson Secretary of State

Attachment 6.2

Verification of Legal Status/Legal Authority

Table 1
Persons having greater than 20% ownership in the facility

Name	Title	Contact Information
Allied Waste North America,	Sole member of Allied Waste	18500 North Allied Way
LLC	Systems, Inc. (100%	Phoenix, AZ 85054
	Ownership)	(480) 627-2700

Attachment 7

Evidence of Competency

The transfer station will be operated by Allied Waste Systems, Inc. Mr. Brian Zackery "Zack" Briscoe will be the licensed operator for the facility and his TCEQ MSW license number is SW0003269.

Attachment 7.1

Evidence of Competency

Table 2
Texas solid waste sites owned or operated by Allied Waste Systems, Inc. within the last ten years

Site Name	Site Type	Permit/Reg. No.	County	Dates of Operation
Fort Worth Southeast Landfill	Landfill	Solid Waste Permit to Operate Number 218C	Tarrant	2003-Present
Plano MRF	Materials Recovery Facility	N/A	Collin	2019-Present

Attachment 7.2

Evidence of Competency

Table 3
Solid waste sites in all states, territories, or countries in which the owner or operator (Allied Waste Systems, Inc.) has a direct financial interest

Site Name	Location	Dates of Operation	Regulatory Agency
			(Name and Address)
Cheyenne Transfer Station	475 County Road 128A Cheyenne, WY 82007	2020-Present	WY Department of Environmental Quality 200 W 17th Street Cheyenne, WY 82002
Clinton Transfer Station	E Commerce Street, Rt 1 SE of City Clinton, OK 73601	1996-Present	OK Department of Environmental Quality 707 N Robinson Ave Oklahoma City, OK 73102
Holland Transfer Station	4368 60th Street Holland, MI 4943	2005-Present	MI Department of Environment, Great Lakes, and Energy 525 W Allegan Street Lansing, MI 48909
Martinez Transfer Station	951 Waterbird Way Martinez, CA 94553	1999-Present	Contra Costa Environmental Health 2120 Diamond Boulevard Concord, CA 94520
Metropolitan Landfill	Orr Road Albany, IN 47320	1980-1985	IN Department of Environmental Management 100 N Senate Ave Indianapolis, IN 46204

Peabody Transfer Station	300 Forest Street Peabody, MA 01961	2000-Present	MA Department of Environmental Protection 150 Presidential Way Woburn, MA 01801
Plainville Landfill	14 Belcher Street Plainville, MA 02762	1984-Present (closed 2007)	MA Department of Environmental Protection 20 Riverside Drive Lakeville, MA 02347
Roxbury Transfer Station	66 Norfolk Ave Roxbury, MA 02119	1998-Present	MA Department of Environmental Protection 100 Cambridge Street Boston, MA 02114
Staten Island Transfer Station (NOTE: Allied Waste Systems, Inc. is the operator, not owner)	600 W Service Road Staten Island, NY 10314	2006-Present	NY State Department of Environmental Conservation 625 Broadway Albany, New York 12233
Weatherford Transfer Station	600 S Access Road Weatherford, OK 73036	1996-Present	OK Department of Environmental Quality 707 N Robinson Ave Oklahoma City, OK 73102

Attachment 7.3

Evidence of Competency

Table 4

Names of principals and supervisors of owner's and operator's organization (Allied Waste Systems, Inc.), and previous affiliations with other organizations engaged in solid waste activities

Name (Title)	Previous Affiliation	Other Organization
Brady Loesch (Area President)	None	None
Modesto Dominguez (Area Vice President)	General Manager	Blue Ridge Landfill TX, LP; McCarty Road Landfill TX, LP
	District Engineer	BFI
Scott Trebus (Area	Senior Gas Engineer	Browning Ferris Gas Services
Environmental Manager)	Region Vice President	Emcon/Owt Shaw Environmental
	Environmental Manager & Region Engineer	Allied Waste
Allied Waste North America, LLC	Majority Member	Allied Services, LLC
Allied Waste North America, LLC	Parent	Allied Waste Industries (Arizona), Inc.
Allied Waste North America, LLC	Parent	Allied Waste Industries of Illinois, Inc.
Allied Waste North America, LLC	Parent	Allied Waste Industries of Tennessee, Inc.
Allied Waste North America, LLC	Minority Partner	Benson Valley Landfill General Partnership
Allied Waste North America, LLC	Sole Member	BFI Transfer Systems of Alabama, LLC
Allied Waste North America, LLC	Sole Member	BFI Transfer Systems of Georgia, LLC
Allied Waste North America, LLC	Sole Member	BFI Transfer Systems of Mississippi, LLC
Allied Waste North America, LLC	Sole Member	BFI Transfer Systems of Virginia, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Services, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Alabama, LLC

Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Arkansas, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Georgia, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Louisiana, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Mississippi, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Missouri, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Oklahoma, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Tennessee, LLC
Allied Waste North America, LLC	Sole Member	BFI Waste Systems of Virginia, LLC
Allied Waste North America, LLC	Parent	Bond County Landfill, Inc.
Allied Waste North America, LLC	Parent	Borrego Landfill, Inc.
Allied Waste North America, LLC	Parent	Brickyard Disposal & Recycling, Inc.
Allied Waste North America, LLC	Sole Member	Bridgeton Landfill, LLC
Allied Waste North America, LLC	Sole Member	Brunswick Waste Management Facility, LLC
Allied Waste North America, LLC	Sole Member	Butler County Landfill, LLC
Allied Waste North America, LLC	Sole Member	Cactus Waste Systems, LLC
Allied Waste North America, LLC	Parent	CC Landfill, Inc.
Allied Waste North America, LLC	Sole Member	Chilton Landfill, LLC
Allied Waste North America, LLC	Parent	City-Star Services, Inc.
Allied Waste North America, LLC	Minority Partner	Clinton County Landfill Partnership
Allied Waste North America, LLC	Parent	Cocopah Landfill, Inc.
Allied Waste North America, LLC	Parent	Copper Mountain Landfill, Inc.
Allied Waste North America, LLC	Minority Partner	County Line Landfill Partnership
Allied Waste North America, LLC	Sole Member	Courtney Ridge Landfill, LLC

Allied Waste North America, LLC	Parent	Denver RL North, Inc.
Allied Waste North America, LLC	Parent	Dinverno, Inc.
Allied Waste North America, LLC	Parent	Elder Creek Transfer & Recovery, Inc.
Allied Waste North America, LLC	Minority Member	Ellis Scott Landfill MO, LLC
Allied Waste North America, LLC	Parent	Environmental Development Corp.
Allied Waste North America, LLC	Sole Member	Forest View Landfill, LLC
Allied Waste North America, LLC	Parent	Forward, Inc.
Allied Waste North America, LLC	Minority Member	Great Plains Landfill OK, LLC
Allied Waste North America, LLC	Minority Partner	Green Valley Landfill General Partnership
Allied Waste North America, LLC	Sole Member	Hancock County Development Company, LLC
Allied Waste North America, LLC	Minority Partner	Illiana Disposal Partnership
Allied Waste North America, LLC	Parent	Illinois Valley Recycling, Inc.
Allied Waste North America, LLC	Parent	Imperial Landfill, Inc.
Allied Waste North America, LLC	Sole Member	Jefferson City Landfill, LLC
Allied Waste North America, LLC	Minority Partner	Lake County C & D Development Partnership
Allied Waste North America, LLC	Parent	LandComp Corporation
Allied Waste North America, LLC	Minority Member	Lee County Landfill SC, LLC
Allied Waste North America, LLC	Sole Member	Lemons Landfill, LLC
Allied Waste North America, LLC	Parent	Loop Transfer, Incorporated
Allied Waste North America, LLC	Sole Member	Madison County Development, LLC
Allied Waste North America, LLC	Parent	Mesa Disposal, Inc.
Allied Waste North America, LLC	Minority Member	N Leasing Company, LLC
Allied Waste North America, LLC	Minority Partner	Newton County Landfill Partnership

Allied Waste North	 Sole Member	Northeast Landfill, LLC
America, LLC		
Allied Waste North	Parent	Northlake Transfer, Inc.
America, LLC	Turcin	
Allied Waste North	Parent	Oakland Heights Development, Inc.
America, LLC	1 drent	
Allied Waste North	Parent	Oscar's Collection System of Fremont,
America, LLC	raient	Inc.
Allied Waste North	Parent	Palomar Transfer Station, Inc.
America, LLC	Farent	
Allied Waste North	Min anitas Manalan	Pinecrest Landfill OK, LLC
America, LLC	Minority Member	
Allied Waste North	D4	Ramona Landfill, Inc.
America, LLC	Parent	
Allied Waste North	D.	RCS, Inc.
America, LLC	Parent	
Allied Waste North	N.C. 1. N.C. 1	Republic Services Environmental
America, LLC	Minority Member	Solutions II, LLC
Allied Waste North	36 . 36 . 1	Republic Services Environmental
America, LLC	Minority Member	Solutions III, LLC
Allied Waste North	B	Sangamon Valley Landfill, Inc.
America, LLC	Parent	, ,
Allied Waste North	D	Sauk Trail Development, Inc.
America, LLC	Parent	1 /
Allied Waste North		Show-Me Landfill, LLC
America, LLC	Sole Member	,
Allied Waste North		Southeast Landfill, LLC
America, LLC	Sole Member	2 = 3 = 3 = 3 = 3 = 3 = 3 = 3 = 3 = 3 =
Allied Waste North		Springfield Environmental General
America, LLC	Minority Partner	Partnership
Allied Waste North		Upper Rock Island County Landfill, Inc.
America, LLC	Parent	opportion island county Landin, inc.
Allied Waste North		Wasatch Regional Landfill, Inc.
America, LLC	Parent	" abaton regional Danaini, me.
Allied Waste North		Wayne County Landfill IL, Inc.
America, LLC	Parent	Traylic County Landilli 12, 1110.
Allied Waste North		Willow Ridge Landfill, LLC
America, LLC	Sole Member	Willow Ridge Landilli, LLC
rancica, LLC		



LEVELS OF AUTHORITY POLICY

Note: This Policy is the property of Republic Services, Inc. and/or its subsidiaries (collectively referred to herein as "Republic" or the "Company") and is to be used in connection with the conduct of Republic's business. This Policy is not intended to and does not constitute or create contractual terms of employment. Refer to the <u>Policies and Procedures Manual</u> ("PPM") section of <u>Inside Republic Services</u> for the most current versions of Republic's Policies.

POLICY NUMBER: LOA-101 CATEGORY: Levels of Authority

ORIGINAL EFFECTIVE DATE: 12/05/2008 LATEST REVISION DATE: 9/23/2024

POLICY CONTACT(S) AND QUESTIONS: Director, Ethics & Compliance

Questions also may be directed t

POLICY HIGHLIGHTS:

- Provides required scope and levels of management needed to review and approve significant business transactions and other commitments prior to their consummation.
- Provides guidance as to those positions/titles authorized to sign appropriate documentation to effectuate business transactions and other commitments – subject to all required approvals within the Levels of Authority.

PURPOSE

This Policy defines the scope and levels of management required to review and approve business transactions and other commitments ("Levels of Authority") as delegated by Republic Services, Inc. ("Parent Company"), for itself and its subsidiaries ("Subsidiaries") (collectively, the Parent Company and Subsidiaries are referred to herein as "Republic" or the "Company"). This Policy further provides guidance as to those positions/titles that are authorized to sign the appropriate documentation to effectuate business transactions and other commitments on behalf of the Company, subject to all required approvals within the Levels of Authority being granted.

SCOPE

This Policy applies to all employees and third parties acting as representatives of the Company. Managers are expected to review this Policy with their employees and any representatives as it applies to positions and responsibilities to ensure an understanding of the requirements and that all approvals and signatures are properly obtained.

REQUIREMENTS AND RESPONSIBILITIES

Approval Authority

The Levels of Authority set forth all required levels of management that need to review and approve significant business transactions and other commitments prior to their consummation ("Approval Authority"). Unless indicated in the Levels of Authority, the designated Approval Authority may not be further delegated. All approvals must be documented in writing (includes emails and electronic signatures as acceptable formats) and retained for auditing purposes.

It is the responsibility of the Corporate Departments, having oversight of those transactions as set forth in the Levels of Authority, to establish and coordinate formal review processes to ensure that the appropriate responsible parties have performed all required reviews and due diligence **prior** to submitting documents to the designated Approval Authority. For example, Engineering, Finance and Legal approvals may not be included under the required Approval Authority; however, prior review may be required under the due diligence procedures established by the Corporate Departments.

Combining Transactions

Dividing a transaction into two or more parts to evade a limit of authority is prohibited and is a violation of this Policy. The Levels of Authority shall be interpreted broadly so that a series of reasonably related transactions and expenditures shall be considered as a single transaction for purposes of determining approval and authority levels required by this Policy.

Policy Exceptions

The CEO, COO, CFO or CLO may approve exceptions to this Policy, but not beyond the limits of their authority. Any exceptions must be documented in writing and maintained by the Director, Ethics & Compliance.

Signatory Authority

The required Approval Authority as set forth in the Levels of Authority does not represent the authorization to sign documents on behalf of the Parent Company and/or its Subsidiaries. Only those individuals and/or positions/titles that have been formally designated with the authority to sign documents as an officer or authorized agent by the appropriate governing authorities of the Parent Company and Subsidiaries may do so ("Signatory Authority"). The Levels of Authority provide a listing of positions/titles by action with Signatory Authority to execute documents (on behalf of the appropriate legal entity that is party to the specified transaction) for effectuating business transactions and other commitments **after** all Approval Authority requirements within the Levels of Authority have been granted in writing.

In addition to positions designated as authorized agents to sign certain documents, elected officers of the Parent Company and respective Subsidiaries have implied Signatory Authority to execute all documents on behalf of such legal entities. Examples include (i) Area Presidents serve as officers of Subsidiaries operating within their Areas; (ii) and Senior Vice President, Operations serves as an officer of all operating Subsidiaries. For additional information on routine signatory authorizations, refer to the Global Signatory Authority Resolutions as posted under the Legal Department section on Inside Republic Services.

Under no circumstances may any officer or designated authorized agent of Subsidiaries sign or agree to any obligation or agreement in the name or on behalf of the Parent Company (Republic Services, Inc.) or of any other legal entity of which the person is not authorized to do so. Any questions as to those elected officers that are authorized to sign on behalf of any Subsidiaries should be directed to the <u>Legal Department</u>. Inquiries related to officers of the Parent Company should be directed to the Senior Manager, Ethics & Compliance. For information as to the Subsidiaries and proper legal entity and fictitious names assigned to each operating location, refer to the <u>Legal Entity by Division List</u> as posted under the <u>Legal Department section</u> on <u>Inside Republic Services</u>.

Ethics and Compliance Responsibilities

All employees and third parties acting as representatives are expected to observe high standards of business and personal ethics in the conduct of their duties and responsibilities for Republic. Employees approving transactions and/or executing documents are required to ensure that all appropriate reviews and approvals required by the Levels of Authority and all other relevant policies and procedures of the Company have been obtained and that the appropriate documentation of these approvals is maintained. Violations of this Policy can significantly damage the Company and expose it to unintended legal and business consequences. Employees found to be in violation of this Policy may be subject to disciplinary action, up to and including termination of employment. Employees should report all instances of non-compliance with this Policy to a member of management or at EthicsandCompliance@RepublicServices.com.

POLICIES, PROCEDURES AND OTHER RESOURCES

- Code of Business Ethics and Conduct
- PPM SharePoint Site
- Speak Up Poster

SECTION 14: ENVIRONMENTAL PERMITS AND REPORTS – continued

[Note: Any indemnification provisions are subject to the Approval Authority set forth in Section 1 of this policy.]

The following Approval Authority and Signatory Authority under this Section 14 do not apply to the Parent Company (Republic Services, Inc.)

	(Clean Water Act)	
DESCRIPTION OF ACTIONS	APPROVAL AUTHORITY (Approvals Required Prior to Signing Documents to Effectuate Transaction) [Click Here for List of Abbreviated Titles] [Click Here for Further Guidance]	SIGNATORY AUTHORITY (Authorized to Sign Transaction Documents) [Click Here for Further Guidance]
NPDES Permit Applications, Stormwater Permits, Applications/NOI. (Federal Citation 40 CFR 122.22 (a)(1), 123 (a)(5)	 Environmental Manager, AEM and GM GM, EHS Manager, DESD or AP 	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the GM is the preferred signer and AP also may sign as an Officer
Reports and Other Information Required by Permit. (Federal Citation 40 CFR 122.22 (a0(1), 123 (a)(5) [Note: Includes stormwater pollution prevention plans, reports and certifications required by general permit.]	 Environmental Manager, AEM and GM GM, EHS Manager, DESD or AP 	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the Environmental Manager or DESD is the preferred signer and AP also may sign as an Officer.
Wetlands Permit. (CWA Section 404) (Federal Citation 40 CFR 320-330; also state requirements must be addressed)	 Environmental Manager, AEM and GM GM, EHS Manager, DESD or AP 	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the GM is the preferred signer and AP also may sign as an Officer
POTW/Industrial User Reports (Annual). (Federal Citation 40 CFR 403.12)	 Environmental Manager, AEM and GM GM, EHS Manager, DESD or AP 	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the Environmental Manager or DESD is the preferred signer and AP also may sign as an Officer
		 Periodic (monthly and quarterly) POTW reporting can be signed by site operations management with authorization from GM

	(RCRA – Solid Waste Facilities)	
DESCRIPTION OF ACTIONS	APPROVAL AUTHORITY (Approvals Required Prior to Signing Documents to Effectuate Transaction) [Click Here for List of Abbreviated Titles] [Click Here for Further Guidance]	SIGNATORY AUTHORITY (Authorized to Sign Transaction Documents) [Click Here for Further Guidance]
Permit Applications. (Federal Citation 40 CFR 270.11 (a)(1))	 Environmental Manager, AEM and GM GM, EHS Manager, DESD or AP 	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the GM is the preferred signer and AP also may sign as an Officer
Reports and Other Information Required by Permit. (Federal Citation 40 CFR 270.11 (b))	 Environmental Manager, AEM and GM GM, EHS Manager, DESD or AP 	Positions listed under Approval Authority have signatory authority on behalf of the Subsidiaries, although the Environmental Manager or DESD is the preferred signer and AP also may sign as an Officer.

8/6/25, 10:44 AM TCEQ ePay

Questions or Comments >>

Shopping Cart Select Fee Search Transactions Sign Out

Your transaction is complete. Thank you for using TCEQ ePay.

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt and the vouchers for your records. An email receipt has also been sent.

Transaction Information

Trace Number: 582EA000679695

Date: 08/06/2025 10:43 AM

Payment Method: CC -

ePay Actor: ADAM HAR

Actor Email:

IP:

TCEQ Amount: \$150.00
Texas.gov Fee: \$3.63
Texas.gov Price: \$153.63*

* This service is provided by Texas.gov, the official website of Texas. The price of this service includes funds that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

Payment Contact Information

Name: ADAM HART

Company: ALLIED WASTE SYSTEMS INC

Address: 565 FALLING WATER DR, SPRING BRANCH, TX 78070

Phone: 903-539-4065

Cart Items

Click on the voucher number to see the voucher details.

Voucher	Fee Description	AR Number	Amount
778212	MSW PERMIT/REGISTRATION/AMEND/MOD/TEMP AUTHORIZATIONS APPLICATION FEE		\$100.00
778213	30 TAC 305.53B MWP NOTIFICATION FEE	TCEQ Amount:	\$50.00 \$150.00



Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt for your records.

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(100' PUBLIC RIGHT-OF-WAY)

23' 00" W 635.46 feet;

TITLE DESCRIPTION (continued)

Description of a 4.109 acre tract of land situated in the N. Smith Survey, Abstract No. 644, Shelby County, Texas and being all of that tract of land conveyed to R & J Recycling & Disposal Transfer Station, LLC by General Warranty Deed recorded in County Clerk's Instrument No. 2023002140, Deed Records, Shelby County, Texas; said 4.109 acre tract also being more particularly described by metes and bounds as follows:

TITLE DESCRIPTION

BEGINNING, at a point (4-inch wood post found for reference South 32 degrees 52 minutes 45 seconds West, 0.99 feet) at an interior corner of said 4.109 acre tract; said point also being the southwest corner of a 26.555 acre tract of land conveyed to Juan De Dios Perez Ramirez and Elias Ramirez by Warranty Deed with Vendor's Lien recorded in County Clerk's Instrument No. 2025000827, Deed Records, Shelby County, Texas;

THENCE, South 76 degrees 29 minutes 35 seconds East (record calls South 73 degrees 07 minutes 13 seconds East), with the common line of said 4.109 acre tract and said 26.555 acre tract, a distance of 180.16 feet to a point at the east corner of said 4.109 acre tract; said point also being the easternmost northwest corner of a 4.578 acre tract of land conveyed to Londa Hohimer Campbell by Deed recorded in County Clerk's Instrument No. 2018002023, Deed Records, Shelby County, Texas; said point also being on the centerline of a branch of Prairie Creek;

THENCE, with the common line of said 4.109 acre tract and 4.578 acre tract and along the centerline of said branch of Prairie Creek, the following metes and bounds;

South 39 degrees 40 minutes 54 seconds West (record calls South 43 degrees 03 minutes 16 seconds West), leaving said 26.555 acre tract, a distance of 27.57 feet to a point for angle corner;

South 61 degrees 04 minutes 32 seconds West (record calls South 64 degrees 24 minutes 54 seconds West), a distance of 20.29 feet to a point for angle corner;

North 64 degrees 22 minutes 50 seconds West (record calls North 61 degrees 00 minutes 28 seconds West), a distance of 33.09 feet to a point for angle corner:

South 72 degrees 14 minutes 31 seconds West (record calls South 75 degrees 36 minutes 53 seconds West), a distance of 48.42 feet to a point for angle corner;

North 82 degrees 35 minutes 52 seconds West (record calls North 79 degrees 13 minutes 30 seconds West), a distance of 45.80 feet to a point for angle corner; North 82 degrees 40 minutes 06 seconds West (record calls North 79 degrees 17 minutes 44 seconds West), a distance of 63.66 feet to a

point for angle corner; North 77 degrees I4 minutes I5 seconds West (record calls North 73 degrees 51 minutes 53 seconds West), passing, at a distance of I,I8 feet a point on the apparent northeast right-of-way line of F.M. Highway 2468 (100 feet wide); continuing, in all, a total distance of 25.34 feet to a

North 76 degrees I2 minutes 05 seconds West (record calls North 72 degrees 49 minutes 43 seconds West), a distance of 31.82 feet to a point for angle corner:

North 84 degrees 41 minutes 34 seconds West (record calls North 81 degrees 19 minutes 12 seconds West), a distance of 23.90 feet to a point at the south corner of said 4.109 acre tract; said point also being the westernmost northwest corner of said 4.578 acre tract; said point also being in the centerline of said F.M. Highway 2468;

THENCE, North 40 degrees 12 minutes 25 seconds West (record calls North 36 degrees 50 minutes 03 seconds West), with said centerline, a distance of 500.00 feet to a point at the west corner of said 4.109 acre tract; said point also being the south corner of a tract of land conveyed to Stacy I. Wershing (no recording information found):

THENCE, North 54 degrees 20 minutes 21 seconds East (record calls North 57 degrees 42 minutes 43 seconds East), leaving said centerline of F.M. Highway 2468 and with the common line of said 4.109 acre tract and Wershing tract, passing, at a distance of 50.16 feet a point on said apparent northeast right-of-way line of F.M. Highway 2468; continuing, in all, a total distance of 509.24 feet to a 1/2-inch iron rod with (illegible) cap found at the north corner of said 4.109 acre tract; said point also being the east corner of said Wershing tract; said point also being on the west line of said 26.555 acre tract:

THENCE, South 02 degrees 59 minutes 22 seconds East (record calls South 00 degrees 23 minutes 00 seconds East), with the common line of said 4.109 acre tract and said 26.555 acre tract, a distance of 635.46 feet to the POINT OF BEGINNING;

BEING all that certain tract or parcel of land lying and situated in Shelby County, Texas, out of the N. SMITH SURVEY, ABSTRACT NO. 644 and being a part or portion of that certain 74.36 acre tract described in a deed from Helen Rodgers to Billy D. Rodgers dated June 15, 1998 and recorded in Volume 840 on Page 585 of the Deed Records of Shelby County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to wit:

CONTAINING, 179,008 square feet or 4.109 acre tract of land, more or less.

BEGINNING at the North corner of that certain 4.11 acre tract described in a deed from Billy D. Rodgers et ux to Stacy I. Wershing dated October 31, 2018 and recorded in Document No. 2018003584 of the Deed Records of Shelby County, Texas in the East boundary line of the aforesaid referred to 74.36 acre tract and the West boundary line of that certain 25 acre tract described in a deed from Jerry W. Warren et ux to Fairy Graves et ux dated September 17. 1976 and recorded in Volume 523 on Page 567 of the Deed Records of Shelby County, Texas (said 4.11 acre tract being a part or portion of the said 74.36 acre tract), a 1/2" pipe found for corner, said corner referenced by a 3/4" pipe bearing S 00°

THENCE S 57° 42′ 43" W with the Northeast boundary line of the said 4.II acre tract and severing the said 74.36 acre tract, at 459.08 feet pass on line a 1/2" pipe found for reference in the Northeast right-of-way line of F.M. Highway No. 2468 (100 feet wide right-of-way), at 509.24 feet the West corner of the said 4.11 acre tract in the Southwest boundary line of the said 74.36 acre tract and the centerline of F.M. Highway No. 2468, a point for corner;

THENCE N 36° 50' 03" W with the Southwest boundary line of the said 74.36 acre tract and the centerline of F.M. Highway No. 2468, at 81.16 feet a point for corner:

THENCE N 57° 42′ 43″ E severing the said 74.36 acre tract, at 50.16 feet pass on line a 1/2″ pipe set for reference in the Northeast right-of-way line of F.M. Highway No. 1468, at 567.56 feet intersect the Northernmost East boundary line of the said 74.36 acre tract and the West boundary line of the aforesaid 25 acre tract, a ½" pipe set for corner, said corner witnessed by a fence corner bearing N 00° 23′ 00″ E

THENCE S 00° 23' 00" W with the Northernmost East boundary line of the said 74.36 acre tract and the West boundary line of the said 25 acre tract, at 96.II feet the point and place of beginning and containing 1.00 acre of land more or less.

North 76 degrees 12 minutes 05 seconds West (record calls North 72 degrees 49 minutes 43 seconds West), a distance of 31.82 feet to a point for angle corner; North 84 degrees 41 minutes 34 seconds West (record calls North 81 degrees 19 minutes 12 seconds West), a distance of 23.90 feet to a point at the south corner of said 4.109 acre tract; said point also being the westernmost northwest corner of said 4.578 acre tract; said point also being in the centerline of said F.M. Highway 2468:

LEGEND

POWER POLE

WATER METER

WATER VALVE

TRANSFORMER

FIRE HYDRANT

JUNCTION BOX

WATER VAULT

GAS METER

GAS VALVE

METAL SIGN

AIR CONDITION UNIT

TELEPHONE RISER

ELECTRIC METER

MONITORING WELL

CABLE RISER

GRATE INLET

FLOOD LIGHT

____ x ____ FENCE

POWER POLE ANCHOR

SANITARY SEWER MANHOLE

IRRIGATION CONTROL VALVE

CLEANOUT

LIGHT STANDARD

THENCE, North 40 degrees 12 minutes 25 seconds West (record calls North 36 degrees 50 minutes 03 seconds West), with said centerline, a distance of 500.00 feet to a point at the west corner of said 4.109 acre tract; said point also being the south corner of a tract of land conveyed to Stacy I. Wershing by Warranty Deed recorded in County Clerk's Instrument No. 2025002|17, Deed Records, Shelby County, Texas: THENCE, North 54 degrees 20 minutes 21 seconds East (record calls North 57 degrees 42 minutes 43 seconds East), leaving said centerline of F.M. Highway 2468 and with the common line of said 4.109 acre tract and Wershing tract, passing, at a distance of 50.16 feet a point on said apparent northeast right-of-way line of F.M. Highway 2468: continuing. in all. a total distance of 509.24 feet to a 1/2-inch iron rod with (illegible) cap found at the north corner of said 4.109 acre tract; said point also being the east corner of said Wershing tract; said point also being on the west line of said 26.555 acre tract: THENCE, South 02 degrees 59 minutes 22 seconds East (record calls South 00 degrees 23 minutes 00 seconds East), with the common line of said 4.109 acre tract and said

26.555 acre tract, a distance of 635.46 feet to the POINT OF BEGINNING;

MEASURED DESCRIPTION

CONTAINING, 179,008 square feet or 4.109 acre tract of land, more or less.

Description of a 1.000 acre tract of land situated in the N. Smith Survey, Abstract No. 644, Shelby County, Texas and being all of that tract of land conveyed to Stacy I. Wershing by Warranty Deed recorded in County Clerk's Instrument No. 2025002117, Deed Records, Shelby County, Texas; said 1.000 acre tract also being more particularly described by metes

BEGINNING, at a 1/2-inch iron rod with (illegible) cap found at the east corner of said 1.000 acre tract; said point also being the north corner of a tract of land conveyed to R & J Recycling & Disposal Transfer Station, LLC by General Warranty Deed recorded in County Clerk's Instrument No. 2023002140, Deed Records, Shelby County, Texas; said point also being on the west line of a 26.555 acre tract of land conveyed to Juan De Dios Perez Ramirez and Elias Ramirez by Warranty Deed with Vendor's Lien recorded in County Clerk's Instrument No. 2025000827, Deed Records, Shelby County, Texas;

THENCE, South 54 degrees 20 minutes 21 seconds West (record calls South 57 degrees 42 minutes 43 seconds West), leaving said west line and with the common line of said 1.000 acre tract and R & J Recycling & Disposal Transfer Station tract, passing, at a distance of 459.08 feet a point on the apparent northeast right-of-way line of F.M. Highway 2468 1100 feet widel: continuing. in all. a total distance of 509.24 feet to a point at the south corner of said 1.000 acre tract; said point also being the west corner of said R & J Recycling 8 Disposal Transfer Station tract; said point also being in the centerline of said F.M. Highway 2468;

2021000536, Deed Records, Shelby County, Texas; THENCE, North 54 degrees 20 minutes 21 seconds East (record calls North 57 degrees 42 minutes 43 seconds East), leaving said centerline of F.M. Highway 2468 and with the common line of said 1.000 acre tract and Portacool tract, passing, at a distance of 50.16 feet a point on said apparent northeast right-of-way line of F.M. Highway 2468; continuing, in all. a total distance of 567.56 feet to a point at the north corner of said 1.000 acre tract; said point also being the east corner of said Portacool tract; said point also being on

THENCE, South 02 degrees 59 minutes 22 seconds East (record calls South 00 degrees 23 minutes 00 seconds East), with the common line of said 1.000 acre tract and 26.555

CONTAINING, 43,559 square feet or 1.000 acre of land, more or less.

SURVEYOR'S CERTIFICATION

To: Spotts Fain PC; Chicago Title Insurance Company; Republic Services, Inc., its subsidiaries and affiliates; Allied Waste Systems, Inc., R & J Recycling and Disposal Transfer Station LLC; Stacy I. Wershing and The Matthews Company, Inc.

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 Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items I, 2, 3, 4, 6a, 6b, 7a, 7bI, 7c, 8, 9, 10, 13, 14, 16, 17, 18 and 19 of Table A thereof. The fieldwork

was completed on May 22, 2025 and June 14, 2025. Date of Plat or Map: May 28, 2025

Robert W. Schneeberg, Texas R.P.L.S. No. 4804 Gonzalez & Schneeberg, Engineers & Surveyors, Inc. 801 East Campbell Road, Suite 330 Richardson, Texas 75081 Phone (972) 516-8855 email: robert.schneeberg@as-enaineers.com

GSES No: 7785-25-05-02 Date: May 28, 2025 Date of Last Revision: June 30, 2025

The property described and shown hereon is the same property described in Chicago Title Insurance Company

(ROBERT W. SCHNEERERG)

Commitment GF No. CTH-IO-3700I0250239-MAG, effective date May 30, 2025, issued June II, 2025.

NOTES REGARDING SCHEDULE B EXCEPTIONS

No Schedule "B" items affect the subject tract.

ENCROACHMENT NOTE

I. 8' chain link fence protrudes into adjacent property at the west corner of Tract 2.

ZONING NOTES

Source of Information: www.centertexas.org

ZONED: "C-2" - General Commercial District

PARKING REQUIRED: Storage or warehousing:

One (I) space for each two (2) employees, or one (I) space for each one thousand (I,000) square feet of total

PARKING PROVIDED: No parking stripes at time of survey

SHEET 1 OF 1

"ALTA/NSPS LAND TITLE SURVEY"

PREPARED FOR:

SETBACKS:

Front - none

Side - none

Rear - none

MAX. BUILDING HT.: 50'

floor area, whichever is greater.

17220 Newhope Street, Suites 108-110, Fountain Valley, CA 92708 Tel: (714)-979-7181 Fax: (714)-641-2840 www.thematthewscompany.com

This Survey has been prepared solely for the benefit of the parties set forth in this Surveyor's Certification and may not be quoted or relied upon by, nor may copies be delivered to, any other party or used for any other purpose including, without limitation, the preparation of zoning reports or any other third party reports, without The Matthews Company, Inc. and Gonzalez & Schneeberg, nc.'s prior written consent. The Matthews Company, Inc. and Gonzalez & Schneeberg, Inc. expressly disclaims any duty or obligation towards any party that is not identified in this Surveyor's Certification. lease be advised that The Matthews Company, Inc. and Gonzalez & Schneeberg, Inc. will not

Gonzalez & Schneeberg 801 East Campbell Road Suite 330, Richardson, Texas enaineers = surveyors 75081 - (972) 516-8855 Engineering Firm No. F-3376 Surveying License No. 100752-00

clude the providers of any third party reports in the Surveyor's Certification.

SURVEY PLAT OF A

4.109 & 1.000 ACRE TRACT BEING ALL OF

THOSE TRACT CONVEYED TO

R & J RECYCLING & DISPOSAL TRANSFER STATION, LLC AND STACY I. WERSHING NANCY SMITH SURVEY, ABSTRACT NO. 644

3	6/30/25	corrected typo Ir 2	GSES	GSES
2	6/18/25	revised title/added tract	GSES	GSES
1	6/3/25	comments	GSES	GSES
MARK	DATE	REVISION	BY	AP'V'D

Allied Waste Systems, Inc.

306 FM 2468 Center. TX

SCALE: 1"=40" CHKD./AP'V'D: APPROVED: DATE: MAY 28, 2025 DWN. BY: GSES CHKD.BY: RWS

CITY OF CENTER, SHELBY COUNTY, TEXAS PROJ. NO.: 7785-25-05-02

DWG. NO.: S7785.dwg

Tract I:

point for anale corner:



August 8, 2025

Via FedFx

MC 124 Municipal Solid Waste Permits Section Texas Commission on Environmental Quality PO Box 13087 Austin, TX 78711-3087

RE: Anticipated Owner/Operator Change – MSW Permit No. 2401

Permits Team:

I write on behalf of Allied Waste Systems, Inc. ("Allied" or "Transferee") (CN602487241), which is a subsidiary of Republic Services, Inc. ("Republic"). Allied has entered into an agreement (the "Agreement") to purchase certain assets and real property from R & J Recycling and Disposal Transfer Station, LLC ("R & J" or "Transferor"), which owns and operates the R & J Recycling and Disposal Transfer Station (the "Facility") located at 306 FM 2468, Center, TX 75935 (RN110587854). The Facility is a Type V Municipal Solid Waste Transfer Station Facility with MSW Permit No. 2401 (the "Permit").

Pursuant to the Agreement between Allied and R & J, R & J will transfer ownership and operation of the Facility to Allied (the "Transaction"). The anticipated date of this Transaction is on or after August 11, 2025. No operational changes affecting the Permit are proposed at this time, and none are anticipated as a result of the Transaction. Only the name of the Facility and Registrant (Site Operator/Permittee) will change as a result of the Transaction. As such, by way of the enclosed application, we respectfully request the Permit be updated as follows:

- Registrant: Allied Waste Systems, Inc.
- Facility Name: Center Transfer Station
- Facility Address: 306 FM 2468, Center, TX 75935

For questions, please contact Bill Firestone by telephone at (903) 522-8644 or by email at wfirestone@republicservices.com.

Error! Unknown document property name.



TRANSFEROR

R & J Recycling and Disposal Transfer Station, LLC, a Texas limited liability company
By:
Name: Stacy Wershing
Title: Owner/Manager
TRANSFEREE
Allied Waste Systems, Inc., a Delaware corporation By: Name: Brady Loesch
Title: Area President
COUNTY OF Have is
On this, the 8 th day of August, 2025, before me, Lavri A Tara, the undersigned officer, personally appeared Brady LOCSCH, known to me or satisfactorily proven to be the person whose name is subscribed to the within letter, and acknowledged that he or she executed the same for the purposes contained therein

Error! Unknown document property name.

Notary Public

In witness whereof, I hereunto set my hand and official seal.

LAURI A TARANGO Notary ID #130092941 My Commission Expires February 3, 2027

TRANSFEROR
R & J Recycling and Disposal Transfer Station, LLC, a Texas limited liability company
By:
Name: Stacy Wershing
Title: Owner/Manager
TRANSFEREE
Allied Waste Systems, Inc.,
a Delaware corporation
By:
Name: Brady Loesch
Title: Area President
STATE OF TEXAS COUNTY OF Shelby
On this, the 8th day of August, 2025, before me, when you have the undersigned officer, personally appeared to the within letter, and acknowledged that he or she executed the same for the purposes contained therein.
In witness whereof, I hereunto set my hand and official seal.
Notary Public #4933-9232-5723 v1 KIMBERLY HOPE JOHNSON ID #128169845 My Commission Expires February 08, 2026

DRAFT VERSION

Figure: 30 TAC §37.311
PAYMENT BOND
Date bond executed: 8/7/2025
Effective Date: TBD
Principal: (legal name and business address of owner and
operator) Allied Waste Systems, Inc., 306 FM 2468, Center, TX 75935
Type of Organization: (insert "individual," "joint venture," "partnership," or
"corporation,") Corporation
State of Incorporation:
Surety(ies): (name(s) and business
address(es)) U.S. Specialty Insurance Company, 13403 Northwest Freeway, Houston, TX 77040
Permit number, name, physical and mailing addresses, and closure, post closure, or
corrective action amount(s) for each facility guaranteed by this bond (indicate closure, post
closure, or corrective action amounts separately for each facility): Closure: \$25,090.18
Total penal sum of bond: \$25,090.18 (Twenty Five Thousand Ninety and 18/100 Dollars)
Suretv's bond number: 1001048395

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Texas Commission on Environmental Quality, hereinafter called TCEQ, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the appropriate program area, to comply with permit requirements in order to own or operate each facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, post closure, or corrective action as a condition of the permit or other applicable requirements, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of, or corrective action at, each facility identified above, fund into the standby trust fund the amount(s) identified above for the facility,

Or, if the Principal shall fund into the standby trust fund in such amount(s) within 15 days after a final order to begin final closure or perform corrective action is issued by the TCEQ executive director or a U.S. district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance, as specified in 30 Texas Administrative Code, Chapter 37 (relating to Financial Assurance) and obtain the TCEQ executive director's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the TCEQ executive director from the Surety(ies), then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the TCEQ executive director that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the TCEQ executive director.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the TCEQ executive director provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the TCEQ executive director, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the TCEQ executive director. (The following paragraph is an optional rider that may be included but is not required.)

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure, post closure, or corrective action amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the TCEQ executive director.

In Witness Whereof, the Principal and Surety(ies) have executed this Payment Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 30 Texas Administrative Code \$37.311 as such regulations were constituted on the date this bond was executed.

Allied Waste Systems, Inc.	Principal			
(Signature(s)) By:				
(Name(s)) Kathleen M. Mitchell				
(Title(s)) Attorney-in-Fact				
(Corporate seal)				
(0	Corporate Surety(ies))			
(Name and address)				
U.S. Specialty Insurance Company	13403 Northwest Freeway, Houston, TX 77040-6094			
State of Incorporation: TX	Maria Control of the			
Liability limit: \$\$ 25,090.18				
(Signature(s)) By:	NA In Fact			
(Name(s) and title(s)) Amber Engel, Attorney-In-Fact				
(Corporate seal)				
(For every co-surety, provide signature(s), as for Surety above.)	corporate seal, and other information in the same manner			
Bond premium: \$ Confidential				



POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Kathleen M. Mitchell, Scott C. Alderman, Amber Engel, Jamie Armfield, Holly E. Ulfers, Tatiana Gefter, Laura Kovarik or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

- 1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.
- 2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 5th day of 1200 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Adrienne W. Wilhoit.

REPUBLIC SERVICES, INC., a Delaware corporation

Adrienne W. Wilhoit

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 5th day of February, 2005 by Kiara Gonzalez, Notary Public.

KIARA GONZALEZ

Notary Public - Arrizona

Maricopa County

Commission # 678775

My Comm. Expires Feb 2, 2029

Notary Public

CERTIFICATE

I, the undersigned, John B. Nickerson, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this <u>7th</u> day of <u>August</u>, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, John B. Nickerson.

John B. Nickerson



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Amber Engel

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: 1001048395 Amount of Bond: See Bond Form
Principal: Allied Waste Systems, Inc.
Obligee: Texas Commission on Environmental Quality

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles SS:







Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022 before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)

SONIA 0. CARREJO NOTATY Public - California Lox Angeles Council Lox Angeles Council Council & 2399710 My Comm. Expires Apr 23, 2026

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of August _____, __2025 ___.

Corporate Seals



Kio Lo, Assistant Secretary

TRANSITION OPERATING AGREEMENT

THIS TRANSITION OPERATING AGREEMENT (this "<u>Agreement</u>") is executed and delivered as of ______, 2025, by and between R & J Recycling and Disposal Transfer Station, LLC, a Texas limited liability company ("<u>Transferor</u>"), and Allied Waste Systems, Inc., a Delaware corporation ("<u>Transferee</u>").

RECITALS

- A. Transferor and Transferee are parties to that certain Asset Purchase Agreement, dated July 25, 2025 (the "<u>Purchase Agreement</u>"), which provides for the sale of certain assets in consideration of the Purchase Price. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.
- B. The parties seek to reach agreement to allow a transfer of certain assets used in the operation of the Business prior to the transfer of the Permits set forth on <u>Schedule A</u> attached hereto (the "<u>Subject Permits</u>"), each of which pertain to and are required for lawful operation of the Business.
- C. Transferor is the entity that operated the Business and held the Subject Permits prior to entering into the Purchase Agreement.
- D. The parties desire to enter into a transition agreement to address the additional time needed to secure all necessary consents from any Governmental Authority to transfer or reissue the Subject Permits to Transferee.
- E. Transferor and Transferee desire to have Transferee conduct, consistent with this Agreement, the day-to-day activities of the Business during the Term of this Agreement.

Accordingly, in consideration of the mutual covenants contained in the Purchase Agreement, and the premises and the covenants set forth herein, the parties hereby agree as follows:

ARTICLE 1

GENERAL

1.1 Term. The term of this Agreement shall begin on the date hereof and shall continue through the earlier of (a) two years from the Closing Date, or (b) Transferee's obtaining transfer or re-issuance of all Subject Permits upon terms and conditions substantially the same as those that existed for Transferor immediately prior to the Closing Date. If the Subject Permits have not been so transferred to or obtained by Transferee by the end of the second full year after the Closing Date, then the term shall automatically be extended for an additional one-year period, provided that no party is in default hereunder and that Transferee is using commercially reasonable efforts to effectuate a transfer or reissuance of all remaining Subject Permits. If at the end of the third year following the date of this Agreement the Subject Permits have not been transferred to or obtained by Transferee and at such time applicable Governmental Authorities have imposed a general moratorium on transfers or issuances of permits similar to the remaining

Subject Permits, then the term shall continue for a period of 90 days after such moratorium is terminated. Such initial and potentially extended term shall collectively be referred to as the "Term."

1.2 Duty To Consult and Cooperate; Communications With Governmental Authorities. The parties shall cooperate with one another to achieve the purposes of this Agreement. If, during the Term of this Agreement, either party receives any notice or inquiry from a Governmental Authority with jurisdiction over Environmental Laws or other Laws that relate in any way to the Subject Permits, it shall have a duty to notify and consult with the other party. Similarly, the parties shall promptly advise each other of the necessity for any written communication to a Governmental Authority that relates in any way to the Subject Permits; provided, however, this obligation shall not apply to Transferee's communication with a Governmental Authority in the ordinary course of its business or in connection with efforts to transfer to Transferee or obtain for Transferee issuance of Subject Permits. Prior to submittal of such written communication, the parties shall attempt to reach consensus on the content of such written communications. If the consultation directed in this Section 1.2 results in a dispute between the parties, the dispute shall be raised to Transferor's Manager and Transferee's Area President, who shall render a prompt decision with respect thereto.

ARTICLE 2

RIGHTS AND OBLIGATIONS OF TRANSFEROR DURING TERM

- 2.1 <u>Retention of Permittee Status</u>. Until Transferee obtains all necessary Subject Permits with terms and conditions substantially the same as those that existed for Transferor immediately prior to the Closing Date, Transferor shall continue as permittee subject to all of the obligations and retain all the responsibilities associated with the Subject Permits, including without limitation, any requirements under Subject Permits associated with financial assurance and insurance. Nothing herein shall be interpreted as limiting Transferee's obligations under <u>Section 3.1</u> of this Agreement.
- 2.2 <u>Duty To Cooperate In Transferring Subject Permits</u>. Transferor shall cooperate (at no expense to Transferee), with Transferee's efforts to secure Subject Permits as provided in <u>Section 3.2</u> of this Agreement, including, without limitation, attending meetings with Governmental Authorities when Transferee deems Transferor's attendance essential or appropriate, and shall execute such documents as reasonably requested by Transferee in connection with Transferee's efforts to obtain such Subject Permits. Except as required by Law or Permit, and then only following a period of consultation with Transferee, Transferor shall not file any Permit application or amendment, or take or cause any other act or omission that would cause or be likely to cause a change in Subject Permit terms or conditions.
- 2.3 <u>Compliance Officer</u>. Transferor hereby designates J.R. Irybarren as Transferor's Compliance Officer for purposes of fulfilling its responsibilities under this Agreement. The Compliance Officer shall have authority to act on behalf of Transferor and such acts shall be binding on Transferor.

ARTICLE 3

RIGHTS AND OBLIGATIONS OF TRANSFEREE DURING TERM

- 3.1 <u>Conduct of the Business</u>. Transferee shall conduct the Business in material compliance with all Laws.
- 3.2 <u>Subject Permit Transfers</u>. Transferee shall use commercially reasonable efforts to obtain the Subject Permits with terms and conditions substantially the same as those that existed immediately prior to the Closing Date in a timely manner, including but not limited to, preparing, submitting and pursuing applications for the transfer of existing Permits where transfer is an available option, fulfilling state "good character" disclosure requirements, and posting necessary financial assurances, all as applicable. Transferee shall timely respond to all reasonable requests from Transferor as to the status of Transferee's efforts to have the existing Subject Permits transferred or, where transfer is not an available option, to have new Permits issued.
- 3.3 <u>Financial Benefit</u>. All financial, accounting or economic results from the conduct of the Business that arise or accrue during the Term of this Agreement shall be for the account of Transferee and shall be reported as such by Transferee. Transferor shall not account for or report such financial accounting or economic results of the Business.
- 3.4 <u>Payment of Certain Expenses</u>. During the Term of this Agreement, Transferee shall pay (a) all ordinary and direct operating and maintenance expenses, including without limitation taxes, insurance (except financial assurance), payroll and costs associated with environmental regulatory compliance of the Business, and (b) all reasonable expenses for capital items and any other sums required by any law, rule or Governmental Authority deemed reasonably necessary by Transferee.
- 3.5 <u>Compliance Officer</u>. Transferee hereby designates Adam Hart as Transferee's Compliance Officer for purposes of fulfilling their responsibilities under this Agreement. Transferee's Compliance Officer shall have authority to act on behalf of Transferee and such acts shall be binding on Transferee.

ARTICLE 4

INDEMNITIES

- 4.1 <u>Indemnification of Transferor</u>. Transferee shall indemnify, defend (with counsel acceptable to Transferor) and save Transferor harmless from and against all claims, damages, actions, suits, proceedings, demands, fines or penalties, assessments, adjustments, costs and expenses ("<u>Claims</u>") incurred by Transferor to the extent resulting from: (a) Transferee's breach of any term or condition of this Agreement; and (b) Transferee's gross negligence or willful misconduct in satisfying its duties and obligations under this Agreement.
- 4.2 <u>Indemnification of Transferee</u>. Transferor shall indemnify, defend (with counsel acceptable to Transferee) and save Transferee harmless from and against all Claims incurred by Transferee to the extent resulting from: (a) Transferor's breach of any term or condition of this

Agreement; and (b) Transferor's gross negligence or willful misconduct in satisfying its duties and obligations under this Agreement.

4.3 <u>Survival</u>. The rights or obligations provided in this <u>Article 4</u> shall survive the Term of this Agreement.

ARTICLE 5

MISCELLANEOUS

- 5.1 <u>Definitions of Compliance Officer</u>. For purposes of this Agreement, "<u>Compliance Officer</u>" means the individual who Transferor and Transferee have each designated, pursuant to <u>Sections 2.3</u> and <u>3.5</u>, as their respective points of contact for purposes of fulfilling their respective responsibilities under this Agreement. Transferor and Transferee shall each be responsible for the compensation and/or reimbursement of expenses for their own Compliance Officer.
- 5.2 <u>Recitals</u>. All recitals set forth in this Agreement are hereby incorporated by this reference into the terms of the Agreement.
- 5.3 Entire Agreement; Amendment. This Agreement and Schedule A hereto contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Schedule A and the recitals to this Agreement are hereby incorporated by reference into and made a part of this Agreement for all purposes. This Agreement may be amended, supplemented or modified, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by the parties against whom enforcement is sought.
- 5.4 <u>Binding Effect</u>. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns. Nothing in this Agreement is intended to or shall confer upon any other Person, including any employee or former employee of Transferor, any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period.
- 5.5 <u>Assignment</u>. This Agreement may not be assigned (except by operation of Law) or otherwise transferred without the express written consent of the parties (which may be granted or withheld in the sole and absolute discretion of each party); <u>provided</u>, <u>however</u>, that Transferee may assign this Agreement to an Affiliate of Transferee or any successor of Transferee to the Business without the consent of Transferor.
- 5.6 <u>Severability</u>. If any provision of this Agreement shall be invalid, illegal or unenforceable, it 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.

- 5.7 <u>Waiver of Subrogation</u>. Transferor waives, on behalf of all insurers under all policies of insurance now or hereafter carried by Transferor insuring or covering the Subject Permits or the Business, all rights of subrogation which any such insurer may otherwise, if at all, have to any claims of Transferor against Transferee. Transferor shall add Transferee as an additional insured on all liability insurance policies covering the Subject Permits or the Business.
- 5.8 Remedies; Limitation on Damages. In the event of a failure or refusal of either party to perform their respective duties and obligations under this Agreement, the other party shall have the right to exercise any remedies afforded by Law; provided, however, no party shall be liable to the other for other special, consequential (including but not limited to lost profits) or punitive damages. The rights and remedies of the parties hereunder are cumulative and not alternative.
- 5.9 <u>Notices</u>. Any notice or demand hereunder shall be made in the manner and to the address indicated in Section 15.6 of the Asset Purchase Agreement.
- 5.10 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.
- 5.11 <u>Counterparts</u>. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

a Delaware corporation

By:______Name:_____

Title:

SCHEDULE A Subject Permits

Municipal Solid Waste Processing Permit (#2401) issued to Stacy Wershing, effective 12/16/2019.