

March ___, 2023

City of Crockett
200 North 5th Street
Crockett, TX 75835
Attn: City Manager

Re: Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Solid Waste and Construction and Demolition Waste, by and between City of Crockett, Texas (the “City”) and Piney Woods Sanitation, Inc. (“PWS”), dated June 15, 2020 (the “Contract”)

We are pleased to advise that PWS recently agreed to sell certain of its assets (the “*Sale*”) to Live Oak Environmental, LLC (d/b/a Live Oak Waste, LLC) (“*Buyer*”). The Contract identified above is among the assets proposed to be assigned to Buyer as part of the Sale (the “*Assignment*”).

The City’s consent to the Assignment may be required under the terms of the Contract. Accordingly, we kindly request that the City consents to the Assignment. Specifically, by signing this letter, the City: (i) consents to the Assignment; (ii) confirms that PWS is not in breach of the Contract; (iii) acknowledges that the Contract will continue in full force and effect following the Assignment; (iv) confirms that there is no outstanding claim by or in favor of the City against PWS under the Contract or against the obligations of PWS under the Contract; (v) waives any right to terminate the Contract as a result of the Assignment; and (vi) releases PWS from any obligation under the Contract arising after the closing date of the Sale. If the Sale is not consummated for any reason, this letter will cease to have effect and the Contract will remain in place between PWS and the City in accordance with its terms.


After the Sale, the City can expect the same quality of service from Buyer that it has come to expect from PWS, with continuity of service and business operations.

Please note that we plan to complete the transaction on or around May 1, 2023. Accordingly, we would appreciate your prompt attention to this matter. The terms of this Sale are confidential, and we request that, to the extent possible, the City keep the proposed sale and the terms of this letter confidential. If you have any questions, please contact me at (251) 277 – 4743 or joe.burkel@ecosouthservices.net. Otherwise, kindly sign and return this letter to me via email by .pdf at joe.burkel@ecosouthservices.net.

[Signature Page Follows]

Sincerely,

LIVE OAK ENVIRONMENTAL, LLC
(d/b/a Live Oak Waste, LLC)

By: 
Name: Frederick Joseph Burkel
Title: Chief Executive Officer

The undersigned hereby consents and agrees to the Assignment in the manner described above; provided, that, in the event the Sale and the Assignment do not occur, this consent shall be of no force or effect.

AGREED AND ACKNOWLEDGED:

CITY OF CROCKETT, TEXAS

By: _____

Name: _____

Title: _____

March ___, 2023

City of Crockett
200 N. 5th Street
Crockett, TX 75835

Re: Transfer Station Operating Agreement, by and between City of Crockett, Texas (the “City”) and Piney Woods Sanitation, Inc. (“PWS”), dated July 6, 2020 (the “Contract”)

We are pleased to advise that PWS recently agreed to sell certain of its assets (the “*Sale*”) to Live Oak Environmental, LLC (d/b/a Live Oak Waste, LLC) (“*Buyer*”). The Contract identified above is among the assets proposed to be assigned to Buyer as part of the Sale (the “*Assignment*”).

The City’s consent to the Assignment may be required under the terms of the Contract. Accordingly, we kindly request that the City consents to the Assignment. Specifically, by signing this letter, the City: (i) consents to the Assignment; (ii) confirms that PWS is not in breach of the Contract; (iii) acknowledges that the Contract will continue in full force and effect following the Assignment; (iv) confirms that there is no outstanding claim by or in favor of the City against PWS under the Contract or against the obligations of PWS under the Contract; (v) waives any right to terminate the Contract as a result of the Assignment; and (vi) releases PWS from any obligation under the Contract arising after the closing date of the Sale. If the Sale is not consummated for any reason, this letter will cease to have effect and the Contract will remain in place between PWS and the City in accordance with its terms.

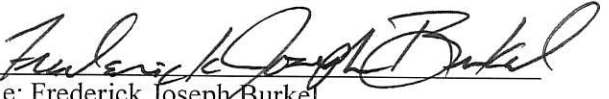
After the Sale, the City can expect the same quality of service from Buyer that it has come to expect from PWS, with continuity of service and business operations.

Please note that we plan to complete the transaction on or around May 1, 2023. Accordingly, we would appreciate your prompt attention to this matter. The terms of this Sale are confidential, and we request that, to the extent possible, the City keep the proposed sale and the terms of this letter confidential. If you have any questions, please contact me at (251) 277 – 4743 or joe.burkel@ecosouthservices.net. Otherwise, kindly sign and return this letter to me via email by .pdf at joe.burkel@ecosouthservices.net.

[Signature Page Follows]

Sincerely,

LIVE OAK ENVIRONMENTAL, LLC
(d/b/a Live Oak Waste, LLC)

By: 
Name: Frederick Joseph Burkel
Title: Chief Executive Officer

The undersigned hereby consents and agrees to the Assignment in the manner described above; provided, that, in the event the Sale and the Assignment do not occur, this consent shall be of no force or effect.

AGREED AND ACKNOWLEDGED:

CITY OF CROCKETT, TEXAS

By: _____

Name: _____

Title: _____

PINEY WOODS SANITATION, INC.

_____, 2023

City of Crockett, Texas
200 North Fifth Street
Crockett, Texas 75835
Attention: Mayor

Re: Lease, dated February ___, 2022, by and between City of Crockett, Texas and Piney Woods Sanitation, Inc.

Dear Mayor of Crockett, Texas:

Reference is hereby made to that certain Lease, by and between City of Crockett, Texas (“*you*”) and Piney Woods Sanitation, Inc. (the “*Tenant*”), dated February ___, 2022 (the “*Lease*”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Lease.

The Tenant recently agreed to sell all or substantially all of its assets (such sale, the “*Transaction*”) to Live Oak Environmental, LLC (“*Live Oak*”). The Lease is among the assets proposed to be assigned to Live Oak as part of the Transaction.

In furtherance of the foregoing, simultaneously with the consummation of the Transaction, the Tenant desires to fully assign and transfer the Lease to Live Oak with Live Oak obtaining and assuming all the rights and obligations of the Tenant under the Lease as if Live Oak was the original party to the Lease instead of the Tenant (the “*Assignment*”) such that Live Oak can continue to conduct the Tenant’s business in the premises that are the subject of the Lease (including, for the avoidance of doubt, any rights that are provided in the Lease as applicable to the Tenant but not to any assignee of the Tenant).

We request that you sign this letter to confirm that you hereby grant your consent to the Assignment and the Transaction to the extent required under the Lease and acknowledge and agree that: (i) the Assignment and consummation of the Transaction will not constitute a default under or breach of the terms of the Lease; (ii) the Lease will continue in full force and effect following Assignment and the consummation of the Transaction with Live Oak obtaining and assuming all the rights and obligations of the Tenant pursuant to the Lease (including, for the avoidance of doubt, any rights that are provided in the Lease as applicable to the Tenant but not to any assignee of the Tenant), (iii) all notice and consent requirements pursuant to the terms of the Lease related to the subject matter hereof (whether with regard to the form of delivery and notice, any time requirements, or otherwise) have been complied with or are hereby waived; and (iv) neither the Assignment nor the Transaction shall provide you with the right to accelerate, amend or terminate the Lease or the terms thereof or to seek damages or any other remedies (or, if it shall, such right is hereby waived).

Further, by signing this letter you agree that (i) Lease is in full force and effect, represents the entire agreement between you and Tenant with respect to the leasing and occupancy of the

premises, and there are no other written agreements or representations of any kind between you and Tenant with respect thereto; (ii) all obligations of you or Tenant under the Lease to be performed or complied with by you or Tenant, respectively, through the date hereof have been fully performed and complied with including, without limitation, any financial and/or maintenance obligations; (iii) there exists no default, condition, state of facts or event that, with (or without) the passing of time or the giving of notice, or both, would constitute a default by you or Tenant in the performance of its respective obligations under the Lease; and (iv) you have not received any written notice from any governmental authority (or to the your knowledge, any oral notice) with respect to (a) a condemnation or threat of condemnation of all or any portion of the Premises (or the property and/or the building within which the Premises is located) or other governmental actions or any judicial actions of any kind against the Premises (or the property and/or the building within which the Premises is located), (b) a violation or pending violation by you or the Premises of any governmental law or regulation, including, without limitation, any environmental laws or the Americans with Disabilities Act.


If you are in agreement with the foregoing, please sign a copy of this letter where indicated below and return it to us at your earliest convenience via email to joe.burkel@ecosouthservices.net.

The Transaction is highly confidential, and I request that you and your representatives treat this letter and the information contained herein as confidential and not disclose this letter or the information contained herein to any other person except your representatives who need to know or be informed of such information. If for any reason the Transaction is not consummated, this letter will be of no force or effect.

[Signature Page Follows]

Sincerely,

**LIVE OAK ENVIRONMENTAL, LLC (d/b/a
Live Oak Waste, LLC)**

By: 
Name: Frederick Joseph Burkel
Title: Chief Executive Officer

Acknowledged and agreed this ____ day of _____ 2023 by:

CITY OF CROCKETT, TEXAS

By: _____
Name: _____
Title: _____