

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “*Agreement*”) is made and entered into as of October 31, 2025 by and between Federal International Recycling and Waste Solutions, LLC, a Missouri limited liability company (“*Procurer*”) and City of Jackson, MO, located at 101 Court Street, Jackson, MO 63755 (“*Customer*”). *Procurer* and *Customer* are collectively referred to herein as the “*Parties*” and individually as a “*Party*.”

WHEREAS, *Customer* is engaged in the business of producing non-hazardous materials and as such possesses scrap material for disposal or recycling (in all cases, “*Product*”); and

WHEREAS, *Procurer* desires to have the exclusive right to purchase or sell or dispose of 100% of *Customer*’s *Product*, and *Customer* desires for *Procurer* to have the exclusive right to dispose, purchase or sell 100% of *Customer*’s *Product*, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, *Procurer* and *Customer* hereby agree as follows:

1. Term. The term of this Agreement (the “*Term*”) shall commence as of 12-16-2025 and shall expire on 12-15-2028, unless earlier terminated as more particularly described herein.

Upon expiration of the original term of this Agreement, this Agreement shall continue in effect from year to year thereafter, for one-year successive terms (each a “*Renewal Term*”), until terminated upon not less than ninety (90) days’ advanced written notice to the other party prior to the end of the original term or the then *Renewal Term*.

2. Exclusive Purchase or Sale of Product. *Procurer* shall have the sole and exclusive right to purchase (for its own account or for re-sale) or sell 100% of the Recyclable Product *Customer* owns, produces, collects, possesses, accumulates or salvages. Without *Procurer*’s prior written consent, which *Procurer* may grant or withhold in its sole and absolute discretion, *Customer* shall not (i) market, sell, transfer or distribute any of its Recyclable Product to any person or entity or (ii) engage or assist any other person or entity to market, sell, transfer or distribute any of its Recyclable Product.

3. Condition of Product/Recycling. In producing *Product*, *Customer* shall comply with the practice standards outlined in the ISRI Scrap Specifications Circular, and all *Product* shall meet the standards set forth in Guidelines for Paper Stock: PS-2022-Domestic Transactions. *Procurer* shall have the right to reject or return *Product* if it in good faith believes that such *Product* may contain any toxic or hazardous material. Title to and liability for any such returned or rejected material shall remain with *Customer*, and *Customer* shall defend, indemnify and hold harmless *Procurer* and its members, managers, employees, agents, successors and assigns from and against all damages, losses, penalties, fines, costs, expenses (including reasonable attorneys’ fees) or liabilities alleged, asserted, imposed or incurred related to or arising out of such material.

4. Product Price. See Attachment A

5. Payment Terms. Net thirty days

6. Service Arrangements. Service arrangements shall be agreed upon by both parties in advance. *Customer* shall notify *Procurer* via e-mail or phone forty-eight (48) hours in advance when there is sufficient quantity of *Product* for pick-up.

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7. **Pick-Up.** All Product shall be available for pick-up on the dock of Customer's facilities. Customer shall provide unobstructed access to the location of Product to Procurer's reasonable specification. Except as set forth in Section 3 and 8, title to the Product and risk of loss shall pass upon removal of the Product from Customer's facilities. Customer shall provide shipping information (including trailer, grade, certified weight ticket, etc.) for each shipment as may be reasonably requested by Procurer. Procurer shall use reasonable efforts to pick-up Product from Customer's facilities in a timely manner.

8. **Indemnification & Material Type.** Customer warrants, to the best of its ability, that the Product(s) delivered to or picked up by Procurer will not contain any hazardous, toxic, radioactive, volatile, flammable, explosive, chemicals, infectious substances, or substances as defined by applicable Federal, State, or Local Agency (hereinafter "prohibited materials"). Customer acknowledges that if any prohibited materials are included in the Products collected as a result of performance under this Agreement, Customer agrees, as permitted by law, to indemnify, defend and hold harmless Procurer against all claims, damages, suits, penalties, fines and liabilities, arising out of breach of the above warranties including, without limitation, liabilities for violation of laws or regulations, for injury or death to persons or for loss or damage to property or the environment but only to the extent such claims, damages, suits, penalties, fines and liabilities are caused by the negligence or other wrongdoing of Customer, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by Customer or whose acts the Customer may be liable. The Procurer reserves the right to return any prohibited material(s) to the Customer and the Customer must properly dispose of such prohibited material(s) and will be responsible for all charges as it relates to transportation, cleaning of containers and any other costs as it relates to the prohibited material(s). The representation, warranties and indemnifications contained herein shall survive the entirety of the Service Agreement arrangement.

9. **Procurer Indemnification.** To the fullest extent permitted by law, Procurer agrees to indemnify, defend and hold harmless the Customer, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to this Agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of Procurer, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Procurer or anyone for whose acts the Procurer may be liable.

10. **Force Majeure.** In the event Procurer shall be prevented from receiving and using any Product, or, in the event that Customer shall be prevented from producing any Product, due to governmental or administrative prohibitions, legislative acts or regulations, labor difficulties, acts of God, acts of public enemy, riot, accidents, breakdown of equipment, weather conditions, or other causes beyond the control of Procurer or Customer, as the case may be, the Party so prevented shall, upon written notice to the other Party, be thereafter released from its obligations hereunder so as long as such causes continue.

11. **Termination.** This Agreement may be immediately terminated by either Party upon written notice (i) if either Party defaults in the performance of any term, provision or condition of this Agreement in such a manner as to materially affect the rights of either Party hereunder, and if such default is not remedied (if capable of remedy) within 14 days after receipt of written notice, or (ii) if either Party shall be declared insolvent or bankrupt by a court of competent jurisdiction or go into liquidation or shall have a receiver or trustee appointed for its property or shall make an assignment for the benefit of creditors or shall otherwise cease or be compelled to cease business. Notwithstanding any termination of this

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Agreement pursuant to this Section or otherwise, in the event of any default by either Party hereunder either Party shall also be entitled to pursue all remedies available at law or otherwise provided for under this Agreement.

12. Procurer Insurance Requirements.

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement naming the City of Jackson as an additional insured. No provision of this Agreement shall constitute a waiver of Customer's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

13. Entire Agreement. This Agreement (including any documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

14. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors (including any party that shall acquire the stock or assets of Customer) and permitted assigns. No party may assign (whether voluntarily or involuntarily) or by operation of law (including a merger or consolidation, judicial decree or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

15. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested or delivered via nationally recognized delivery service to the persons indicated below or to such other persons or addresses as may from time to time be designated in writing.

If to Procurer, to: Federal International Recycling & Waste Solutions, LLC

7935 Clayton Road
St Louis, MO 63117
Attention: President and CEO

If to Customer, to: City of Jackson, MO

101 Court Street
Jackson, MO 63755
Attention: Rodney Bollinger

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16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. For purposes of this Agreement, a document (or signature page hereto) signed and transmitted by e-mail as a PDF attachment is to be treated as an original document.

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

18. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto. No waiver by any party of any default hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. Customer hereby waives any claims against Procurer (and its members, employees and agents) relating in any way to the terms or performance of this Agreement for any special, indirect or consequential damages.

19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

20. Legal Fees. Except as set forth below in this Section, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the party incurring such costs and expenses. In the event any party brings suit to construe or enforce the terms hereof or raises this Agreement as a defense in a suit brought by another party, the prevailing party is entitled to recover its attorneys' fees and expenses. Procurer is also entitled to recover its attorney's fees and expenses in conjunction with collecting any amounts past due hereunder.

21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

22. Submission to Jurisdiction. Any legal action or proceeding with respect to this Agreement or any document related hereto may be brought in the Circuit Court of Cape Girardeau County, Missouri and, by execution and delivery of this Agreement, each party hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions. Each party irrevocably consents to the service of process of any of such courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to each of the other parties at its address provided herein, such services to become effective 30 days after such mailing.

[signature page to follow]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**FEDERAL INTERNATIONAL RECYCLING AND
WASTE SOLUTIONS, LLC**

By: T. S. Bebout

Printed Name: Timothy Bebout

Title: VP OPEX

Address: 7935 Clayton Road
St. Louis, Missouri 63117

CITY OF JACKSON, MO

By: _____

Printed Name: _____

Title: _____

Address: City of Jackson, MO
101 Court Street
Jackson, MO 63755

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ATTACHMENT A

PRICING FOR RECYCLABLE MATERIALS/PRODUCT

- The Purchase Price for recyclable Product will be adjusted monthly.
- In the event that the PPI publication changes pricing policy or ceases to publish, both Parties shall mutually agree on an alternative pricing formula in writing as an amendment to this Agreement.

<u>Grade/Product</u>	<u>Price per ton</u>
Cardboard*	\$25/ton (PPW OCC Midwest HS -40)
Office Paper	\$40/ton
Magazines	\$40/ton
Newspaper	\$40/ton
Aluminum cans	\$1,220/ton
Steel cans	\$80/ton
HDPE milk jugs*	\$600/ton
HDPE mix color jugs*	\$20/ton
PET Bottles*	\$20/ton
#5 PP tubs and lids*	\$40/ton
Grocery bags*	\$0/ton
Wood Pallets	\$0/ton (majority of pallets must be of regular size)

*Items marked with asterix will be baled by City of Jackson recycling center.
Bales must weigh a minimum of 800 lbs. each with four baling wires minimum per bale.

All other Products will be loose in gaylord type boxes.

Other:

Trailer Rental: Spotted trailer/\$350.00 per month
Freight/Haul Charge: \$300.00 per haul



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Service Management, LLC 12444 Powerscourt Drive Suite 500 St. Louis MO 63131		CONTACT NAME: Kathleen M. Gilbert PHONE (A/C, No, Ext): 314-800-2245 E-MAIL ADDRESS: Kathleen_Gilbert@ajg.com	FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Fire Insurance Company		19682
INSURED Federal International Recycling and Waste Solutions, LLC 7935 Clayton Rd Saint Louis, MO 63117-1369		INSURER B : Hartford Underwriters Insurance Company		30104
		INSURER C : Travelers Property Casualty Co of America		25674
		INSURER D : Bridgeway Insurance Company		12489
		INSURER E :		
		INSURER F :		
		FEDEINT-01		

COVERAGES

CERTIFICATE NUMBER: 1897758399

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured as respects to the General Liability policy(ies), pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City Of Jackson, MO
101 Court Street
Jackson MO 63755

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Craig R Parus