

## **ACKNOWLEDGMENT & CONSENT TO ASSIGNMENT**

Waste Connections of Oklahoma, Inc., an Oklahoma corporation ("Seller"), an affiliate of Waste Connections Lone Star, Inc. (f/k/a Progressive Waste Solutions of Texas, Inc., d/b/a WC of Texas and a successor in interest to IESI OK Corporation) ("Progressive"), is proposing to sell certain of its assets to Waste Equities, LLC, a Texas limited liability company ("Waste Equities"), pursuant to an Asset Purchase Agreement, dated July 20, 2026 (the "Asset Purchase Agreement"), by and between Waste Equities and Seller (the "Sale"). In connection with the Sale, Waste Equities will acquire certain assets and obligations of Seller, including that certain **AGREEMENT FOR THE COLLECTION AND DISPOSAL OF MUNICIPAL AND INDUSTRIAL SOLID WASTE IN THE CITY OF MANGUM, OKLAHOMA**, dated **December 1, 2007**, by and between the undersigned and Progressive (the "Contract"). A copy of the Contract is attached as Exhibit A to this consent (this "Consent").

The undersigned hereby acknowledges that Waste Equities and Seller are contemplating the Sale, and consents and agrees to the assignment by Progressive to Waste Equities of the Contract (the "Assignment"). This Consent shall not be effective and the Assignment shall not be valid or binding on Waste Equities, Seller or Progressive unless and until the closing occurs under the Asset Purchase Agreement (the "Effective Date").

The undersigned further consents and agrees to the assumption by Waste Equities of all rights and obligations of Progressive under the Contract that arise on and after the Effective Date, excluding any damages, claims for damages or similar liabilities arising prior to the Effective Date. The undersigned also acknowledges and agrees that Progressive is responsible for all obligations under the Contract that arise prior to the Effective Date.

The undersigned acknowledges and agrees that (i) the Contract has not been amended or modified and remains in full force and effect, (ii) there is no defense, offset, claim or counterclaim by or in favor of the undersigned against Progressive under the Contract or against the obligations of Progressive under the Contract, and (iii) it is not currently in default in the performance or observance of its obligations under the Contract, and the undersigned has no knowledge of any occurrence of any event that with notice or the passage of time would result in a default by the undersigned under the Contract.

Date: \_\_\_\_\_, 2026.

**CITY OF MANGUM, MANGUM PUBLIC  
WORKS AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A:**

**AGREEMENT FOR THE COLLECTION AND DISPOSAL OF MUNICIPAL AND  
INDUSTRIAL SOLID WASTE IN THE CITY OF MANGUM, OKLAHOMA**