

RESIDENTIAL SOLID WASTE COLLECTION CONTRACT

This Residential Solid Waste Collection Contract (the "Contract") is entered into by and between Memorial Forest Civic Club, Inc. (hereinafter referred to as "Customer") and Texas Pride Disposal Solutions LLC, DBA Texas Pride Disposal (hereinafter referred to as "Texas Pride Disposal").

If this Contract is accepted by both parties, collection will begin on May 1, 2021 ("Effective Date").

In consideration of the covenants and agreements set out and the payments provided for, Texas Pride Disposal and Customer agree as follows:

1. Contract Amount

Texas Pride Disposal will be paid \$18.20 per home per month, plus applicable sales tax, for twice-weekly garbage collection.

2. Payment

A. For services defined in this Contract, Texas Pride Disposal shall invoice Customer on a monthly basis, following the month of service. Customer agrees to make full payment to Texas Pride Disposal within forty-five (45) days of receipt of Texas Pride Disposal's invoice.

B. Except as otherwise provided by this Contract, the above stated rate of compensation shall remain fixed for the 59-month period beginning on the Effective Date and ending on March 31, 2026. Unless otherwise agreed in a writing signed by both parties, for any renewal term, the rate of compensation shall thereafter be automatically adjusted once each year on March 31 of such year by 3.75%.

3. Grant of Exclusive Authority

During the term of this Contract, Customer will not contract with any other entity for the purpose of collection and disposal of residential solid waste, garbage, refuse, trash and rubbish within the boundaries of the Customer or any tracts, territories, or areas hereafter annexed or to be acquired by the Customer. Notwithstanding the foregoing, Customer may contract with another entity, as necessary, for dumpster services at the Customer's facilities.

4. Term

A. The initial term of the Contract shall be for a 59-month period beginning upon the Effective Date and ending on March 31, 2026. The term of this Contract shall be automatically renewed on a year-to-year basis thereafter unless either party shall give written notice of termination by certified or registered mail, return receipt requested to the other party postmarked at least sixty (60) days prior to the termination of the initial term, or any renewal term. However, in the event that Texas Pride Disposal does not perform according to the terms of the Contract, the Customer

shall have the right to cancel provided the Customer shall have first given Texas Pride Disposal written notice of Texas Pride Disposal's nonperformance and allowed Texas Pride Disposal thirty (30) days after receipt of said notice to cure such nonperformance. Any such written notice shall be served by certified or registered mail, return receipt requested. Customer's determination of cure of nonperformance shall be conclusive.

B. In addition to the above, Texas Pride Disposal may petition the Customer at any time for additional rate and price adjustments at reasonable times on the basis of unusual and material changes in its cost of operations, such as resulting from material changes in laws, ordinances and regulations; and material changes in location of disposal sites or material changes in disposal charges. Any such rate adjustment must be pre-approved in writing by Customer, in its sole discretion, before becoming effective; if the Customer and Texas Pride Disposal cannot agree to a new rate, either may terminate this contract with sixty (60) days written notice. In addition, Customer may petition Texas Pride Disposal for rate adjustments based upon similar changes in circumstances, following the same procedure.

5. Right of Assignment

This Contract, as well as the rights hereunder, may be assigned by Texas Pride Disposal, as well as any and all successors, as part of the sale by Texas Pride Disposal of the entirety of its business assets, but only with the prior written approval of customer, which approval shall not be unreasonably withheld.

6. Work Specifications

A. On each regularly scheduled collection day, Wednesday and Saturday, Texas Pride Disposal will collect residential refuse located near the garage or side-yard gate ("Backdoor") of each resident of the Customer. Residential refuse must be either in personal containers not to exceed ninety-six (96) gallons or bags not exceeding forty (40) pounds. A limit of six (6) bags of yard waste will be collected at Backdoor. This excludes any waste generated as a result of a force majeure. As part of normal collection, Texas Pride Disposal does not pick up dirt, rocks, bricks, concrete, or any materials or items deemed hazardous materials or waste generated by a private contractor. Bulky waste (refrigerators and freezers must be drained of Freon and have a bill to validate such service was performed) will be picked up either scheduled day and must also be located at the curb. Two bulky waste items will be collected from each home on every service day. For special collection other than normal amounts of residential refuse, yard trimmings, or bulk items (a "Special Collection"), if notified in advance Texas Pride Disposal will meet with the resident prior to collection day to negotiate a price. If a resident does not notify Texas Pride Disposal of such a Special Collection before their scheduled day, then Texas Pride Disposal will leave a notice for the resident to contact Texas Pride Disposal during normal office hours before their next scheduled pick-up day. Payment for any Special Collection is the sole responsibility of the individual resident requesting Special Collection and is not an obligation of the Customer.

B. Texas Pride Disposal will empty all permanent trash containers into its collection trucks promptly upon collection without any intermediate collection of (A/K/A "curbing") any residential

refuse, and, after being emptied by Texas Pride Disposal, the containers will be promptly returned to their point of origin in the same condition in which they were taken, normal wear and tear expected. Additionally, Texas Pride Disposal will deliver all bags of refuse meeting the requirements set forth in A. above directly to its collection trucks promptly without any intermediate collection on Customer streets or curbs or on residents' properties or other interruption.

C. Texas Pride Disposal shall clean up any spillage that occurs during the collection process; provided, however, that if gasoline, motor oil, cooking oil, paint, or any other liquid items in a garbage container are not seen by Texas Pride Disposal personnel resulting in spillage that causes a stain, Texas Pride Disposal shall not be responsible.

D. Texas Pride Disposal will staff its collection trucks with a number of employees sufficient to enable the timely collection of residential refuse and yard waste in accordance with the applicable provisions of this Agreement.

7. Recycling

Terms regarding recycling have not yet been adopted by the parties. No provisions regarding recycling will be effective unless and until Customer's members approve mutually agreed terms for recycling. Recycling will be discussed and considered at Customer's member meeting on May 2, 2021; if recycling is approved by Customer's members at such meeting, Customer will inform Texas Pride Disposal of such approval, and the following provisions will be effective beginning June 1, 2021, continuing for the 58-month period ending on March 31, 2026:

A. On each regularly scheduled collection day, Wednesday, Texas Pride Disposal will collect recyclables. Recycle should be placed in the provided cart, old recycle containers, or containers labeled recycle.

B. Texas Pride Disposal will provide each household with one (1) eighteen (18) gallon recycle cart. Additional, lost, or stolen bins can be purchased or replaced for \$12.00 plus applicable sales tax. Except as otherwise provided by this Contract, the above stated rate of compensation for recycling shall remain fixed for the 58-month period ending on March 31, 2026. Unless otherwise agreed in a writing signed by both parties, for any renewal term, the rate of compensation shall thereafter be automatically adjusted once each year on March 31 of such year by 3.75%.

8. Operation

A. Hours of Operation: Collection of refuse will not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions would be due to unusual circumstances.

B. Holidays: If the scheduled collection day falls on any of the following holidays, the normal services will be resumed the following scheduled collection day. Holidays are: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

C. Complaints: All complaints will be made to Texas Pride Disposal according to the following prescribed method: by web via www.texaspridedisposal.com, by email via service@texaspridedisposal.com, or by phone via 281-342-8178. If a residence is missed due to Texas Pride Disposal's negligence, Texas Pride Disposal will pick up said residence within twenty-four (24) hours of such notice. Texas Pride Disposal shall maintain a list of all such complaints (including the who, what, where, and when of each), which list shall be available to Customer upon request and shall include such information for at least the prior six months.

D. Office: Texas Pride Disposal can be reached by phone at 281-342-8178 during normal office hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, or by email at service@texaspridedisposal.com.

9. Force Majeure

The performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of a party. Such causes shall include, but are not limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; fuel shortages, lack of power or raw materials; judicial or governmental laws, regulations (provided that neither party shall be required to settle a labor dispute against its own best judgment). A missed collection due to causes beyond reasonable control of Customer or Texas Pride Disposal will be collected on the next scheduled pick-up day or as soon as possible when conditions are safe to resume service. Collection of debris and waste generated by a force majeure are not included under the terms and conditions of this Contract. In the event of such circumstances and to the best of its ability, Texas Pride Disposal and the Customer may negotiate collection and rates for such debris and waste.

10. Indemnification

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TEXAS PRIDE DISPOSAL AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD CUSTOMER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, JUDGEMENTS, PENALTIES, LIABILITIES, DEBTS, OR DAMAGES, INCLUDING ALL COSTS, EXPENSES AND ATTORNEYS' FEES THEREOF, OF ANY NATURE, KIND OR DESCRIPTION, RESULTING FROM THE PERFORMANCE OR LACK OR PERFORMANCE OF ITS DUTIES UNDER THE TERMS OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, PERSONNEL FURNISHED BY TEXAS PRIDE DISPOSAL, OR ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER, ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE WORK PERFORMED OR TO BE PERFORMED BY TEXAS PRIDE DISPOSAL, ITS PERSONNEL, AGENTS, SUPPLIERS AND SUBCONTRACTORS (AND THEIR RESPECTIVE PERSONNEL) IN CONNECTION WITH THE CUSTOMER.

11. Licenses

Texas Pride Disposal will, at its expense, obtain all licenses and permits necessary for the performance of Texas Pride Disposal's services as set forth by the Contract. Texas Pride Disposal agrees to comply with all of the existing laws and regulations of the Local, State of Texas, and Federal agencies and any further laws or regulations which may be enacted by same, and agrees to comply with the prescribed or enforced regulations pertaining to the subject matter of the Contract. Waste pursuant to the contract will be deposited at sanitary landfills approved and permitted to operate by the Texas Commission on Environmental Quality and any other applicable regulatory agency as required by applicable laws and regulations.

12. Insurance

Texas Pride Disposal shall obtain and maintain throughout the term of this Contract, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Contract, Texas Pride Disposal shall furnish to Customer certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list Texas Pride Disposal, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. Texas Pride Disposal shall cause its insurance companies to provide Customer with at least thirty (30) days prior notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract. Texas Pride Disposal shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Worker's Compensation:

- \$1,000,000 Bodily Injury (Each Accident)
- \$1,000,000 Bodily Injury By Disease (Each Employee)
- \$1,000,000 Bodily Injury By Disease (Policy Limit)

B. General Liability:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$300,000 Damage To Rented Premises (Each Occurrence)
- \$10,000 Medical Expense (Any One Person)

C. Automobile Liability:

- \$1,000,000 Combined Single Limit (Each Accident)

D. Excess Umbrella:

- \$5,000,000 Each Occurrence
- \$5,000,000 Aggregate

Customer and the Customer's agents and employees shall be added as additional insured to all coverages required under this Contract, except for worker's compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of Contractor shall contain a waiver of subrogation in favor of the Customer and the Customer's agents, and employees with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the customer, and without rights of contribution or recovery against the Customer or from any such other insurance available to the Customer. Texas Pride Disposal and not the Customer shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all the insurance policies required of Texas Pride Disposal. Certificates of insurance acceptable to Customer shall be submitted to Customer prior to the commencement of work and annually, on the policy dates, thereafter.

13. Independent Contractor

Texas Pride Disposal has been retained by Customer for the sole purpose and to the extent set forth in this Contract. Texas Pride Disposal's relationship to Customer during the term of this Contract is that of an independent contractor.

14. Notices

Notices, requests, demands, and other communications hereafter shall be in writing and delivered or mailed prepaid to:

CONTRACTOR:
Texas Pride Disposal
PO Box 1186
Rosenberg, TX 77471

CUSTOMER:
Memorial Forest Civic Club, Inc.
c/o Best Fit Solutions, LLC
1152 Westheimer #705
Houston, TX 77042

15. Governing Law

This Contract shall be construed in accordance with and shall be governed by the laws of the State of Texas. Venue shall be in Harris County, TX.

16. Non-discrimination

Contractor agrees to abide by all federal and state laws with respect to non-discrimination against any person and shall not discriminate against any person in the performance of its duties hereunder, because of race, sex, age, creed, color, religion, or national origin.

17. Entire Agreement

This Contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Contract, and there are no understandings or agreements other than those incorporated herein. This Contract may not be modified except by a written instrument signed by both parties.

Texas Pride Disposal Solutions LLC

By: Kevin Atkinson

Title: Owner

Printed Name: Kevin Atkinson

Date: 4/29/21

Memorial Forest Civic Club, Inc.

By: William G. Lowerre

Title: President

Printed Name: William G. Lowerre

Date: April 28, 2021