

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (hereinafter “Agreement”) by and between Federal International Recycling and Waste Solutions, LLC, a Missouri limited liability company (hereinafter “Procurer”) and City of Columbia, Missouri located at 701 E Broadway, Columbia, Missouri 65201 (hereinafter “Customer”), is made and entered into on the date of the last signatory noted below (hereinafter “Effective Date”). 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 (hereinafter, “Product” or “Customer Product”); and

WHEREAS, Procurer desires to have the exclusive right to purchase or sell or dispose of one-hundred percent (100%) of Customer’s Product, and Customer desires for Procurer to have the exclusive right to dispose, purchase or sell one-hundred percent (100%) of Customer’s Product included in this Agreement, 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 considerations, the receipt and sufficiency of which is hereby acknowledged, Procurer and Customer hereby agree as follows:

1. Term. The term of this Agreement (hereinafter “Term”) shall commence as of the Effective Date and shall expire on September 30, 2026.

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, 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 one-year term.

2. Product/Recycling. In producing Product, Customer shall comply with the practice standards outlined in the ISRI Scrap Specifications Circular. Procurer shall have the exclusive right to dispose, purchase or sell one-hundred percent (100%) of Customer’s Product reflected in paragraph 3 of this Agreement, in accordance with the terms and conditions of this Agreement. Notwithstanding any other provision within this Agreement, paper and other fiber products of all types are excluded from this Agreement.

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3. **Price.** Monthly price model noted below is for August 2025 for multiple grades of Product – Pricing may change with monthly market pricing for each Product.

SORTED PRODUCTS

UNIT	DESCRIPTION	UNIT PRICE
Bales	SOP	90.00/ST
Bales	OCC	45.00/ST
Bales	Mix Paper	0.00/ST
Baled Plastic	HDPE Color	40.00/ST
Baled Plastic	PET	200.00/ST
Baled Metal	Tin	100.00/ST
Baled Metal	Aluminum Cans	1540.00/ST
Loose	OCC	25.00/ST
Loose	Commercial Single Stream	10.00/ST
Loose	Mix Paper	0.00/ST
Loose Plastic	Mixed Containers	19.40/ST
Baled Plastic	HDPE Natural	600.00/ST

PROFIT SHARING MODEL-MIXED CONTAINERS

True value/total Products
 Minus Processing Cost (sorting) \$112.74/ton
 Minus Baling Cost (Baling) \$50/ton
 Freight cost (Currently \$30/ton)
 Profit share of final value=50%

\$ 231.53 true value/total Products
 -112.74 processing cost
 -50.00 baling cost
-30.00 current freight cost
 \$38.79

August 2025 pay = \$19.40/ton

2025	Containers Index		
Grade	Percent	Value/ton	Per Ton
AL UBC	12.25%	1500	\$183.75
Used Steel	6.41%	155	\$ 9.94
HDPE Nat	4.73%	900	\$ 42.57
HDPE COL	9.62%	60	\$ 5.77
PET	19.08%	100	\$ 19.08
Mixed Plastic	3.80%	-30	\$ (1.14)
Mixed Glass	24.89%	-71.35	\$ (17.76)
OCC	0.00%	65	\$ -
Mixed Paper	0.00%	35	\$ -
Residuals	19.22%	-55.54	\$ (10.67)
	100.00%		\$231.53

4. **Payment Terms.** Procurer shall pay the value noted in paragraph 3 for Sorted Products. Procurer shall pay Customer fifty percent (50%) of the Net Value per ton of the Customer Product set forth in paragraph 3 for the Profit Sharing Model of this Agreement. Procurer shall make such payments to Customer monthly, or at other periodic interval as agreed by the Parties. The Net Value shall be based upon the average price per ton, minus the processing cost, baling cost and freight cost per ton (herein “Net Value”). Procurer may modify the price per Customer Product, processing cost, baling cost, or freight cost based on market, fuel, energy,

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and related considerations and subject to Customer's approval which shall not be unreasonably withheld. Procurer shall notify Customer of such price and resulting Net Value and any modifications to Net Value contemporaneous with payments, or lack of payments to Customer. In the event that the Net Value drops below zero, Procurer shall not be required to make payment to Customer for the zero Net Value Customer Product. In no event will Customer make payment or be obligated to pay Procurer for Customer Product, even if Net Value of is zero or less. In the event the Net Value of Customer Product is zero or less, Procurer may reject Customer Product and may notify Customer in writing to retrieve such Customer Product from Procurer. Customer shall retrieve Customer Product rejected by Procurer within a reasonable time as agreed by the Parties. Procurer shall assist in loading rejected Customer Product onto or into Customer's transport vehicles as agreed by the Parties. Procurer may refuse reception of Customer Product with a Net Value of zero or less.

5. Termination for Default. If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within ten (10) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

6. Termination for Convenience. Customer may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon Procurer's receipt of written notice. Procurer shall be entitled to payment by Customer for any services provided prior to such termination.

7. Hold Harmless Agreement. To the fullest extent not prohibited by law, Procurer shall indemnify and hold harmless Customer, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Procurer, of any subcontractor (meaning anyone including but not limited to those having a contract with Procurer) or a subcontractor for part of the services), of anyone directly or indirectly employed by Procurer or by any subcontractor, or anyone for whose acts Procurer or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Procurer to indemnify, hold harmless, or defend Customer from its own negligence.

8. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

9. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto

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irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties waive any defense of forum non conveniens.

10. Unauthorized Aliens Prohibited. Procurer shall comply with Section 285.530, RSMo, in that Procurer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Procurer shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Procurer shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Procurer shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.

11. General Laws. Procurer shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

12. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

13. Missouri Sunshine Law. Customer is subject to the Missouri Sunshine Law under Chapter 610, RSMo. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Procurer shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law.

14. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

15. Anti-Discrimination Against Israel Act. To the extent applicable pursuant to Section 34.600, RSMo, Procurer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

16. Entire Agreement. This Agreement 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.

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

City of Columbia, Missouri

By: _____
De'Carlon Seewood, City Manager

Date: _____

Address: 701 E. Broadway
Columbia, MO 65201

Attest

By: _____
Sheela Amin, City Clerk

Approved as to Form

By: _____
Nancy Thompson, City Counselor/ek

CERTIFICATION

I certify that no City funds shall be paid pursuant to this Agreement.

By: _____
Matthew Lue, Director of Finance

FEDERAL INTERNATIONAL RECYCLING AND WASTE SOLUTIONS, LLC

By: T.S. Bebout _____

Printed Name: Timothy Bebout _____

Title: VP OPEX _____

Date: 09-03-2025 _____

Address: 7935 Clayton Road
St. Louis, Missouri 63117