

This Site Agreement (the "Agreement") is entered into this 3rd Day of April 2023 (the "Effective Date"), between Strategic Materials, Inc. (SMI), with an address of 17220 Katy Freeway Houston, TX 77094 ("SMI"), and City of Powder Springs, GA, with an address of 3006 Spring Industrial Dr. Powder Springs, GA 30127. ("Host").

SMI collects and recycles post-consumer glass, and the parties desire to place a glass collection bin (a "Bin") on property owned or leased by Host, with an address of 3006 Spring Industrial Dr. Powder Springs, GA 30127. (the "Property").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

1. **Term.** The term of this Agreement will begin on the Effective Date and will continue in effect until terminated by either party by giving ten (10) days prior written notice to the other party.
2. **Placement of Bin.** Within ninety (14) days from the Effective Date, SMI will place a Bin on the Property, in a location mutually agreed upon between the parties (the "Site"). The Bin will be a roll-off container, measuring approximately 21' x 7.5' x 7.5', and will be owned by SMI; Host will have no ownership or leasehold interest in the Bin.
3. **Use of Bin.** Host will provide the Site for the Bin; permit and encourage the general public to deposit glass food and beverage containers into the Bin; permit SMI to pick up the Bin when full and replace it with an empty Bin; provide access to the Bin for the purposes contemplated by this Agreement; SMI will regularly maintain and police the areas around the Bin, including keeping such areas free from broken glass and trash; Host will keep area free of ice and snow; and telephone SMI when the Bin is approaching capacity, using the telephone number provided by SMI. Strategic Materials is responsible for removal of waste around the Bin. SMI will also schedule regular Bin pick-ups based on the Bin's designated pick up frequency.
4. **Removal and Replacement of Bin.** After Host advises SMI that a Bin is full, or the Bin is scheduled for a pick-up by Ripple staff, SMI will have the Bin picked up and replaced with an empty Bin.
5. **Consideration.** SMI agrees to pay \$28/ton for glass and City of Powder Springs agrees to pay \$400 toward the hauling of each load. Pricing subject to change based on contamination or market conditions and will be agreed upon by both parties. Each party believes it will benefit from this Agreement, in part by providing a public service and being associated with an environmentally friendly local initiative.
6. **Losses.** Neither party nor its subcontractors will be liable to the other party for any damages, losses, expenses, obligations, claims, actions or other liabilities ("Losses") caused by, or arising out of or in connection with, the acts or omissions of such party or its subcontractors

surrounding areas, or any Losses caused by either party in connection with the presence, condition, use, pick-up or delivery of the Bins, whether or not caused by the negligence of a party; provided, however, that each party will be responsible for any such Losses caused by (i) its intentional misconduct, (ii) its breach of its express obligations under this Agreement, or (iii) its negligence, but only to the extent such negligence has resulted in a liability owed by the other party to this Agreement to a third party claimant. If the weight or delivery of the Bin causes damage to the parking lot, SMI will be responsible for repair.

7. **Insurance.** Each party will be responsible for carrying its own public liability insurance, with such carriers, in such amounts, and upon such other terms and conditions, as such party deems appropriate. Ripple will name the host as additional insureds.

8. **Notice.** Except as otherwise provided in this Agreement, all notices or communications to a party under this Agreement will be in writing and will be considered received when hand-delivered, or one business day after being sent by courier delivery service or by a nationally-recognized prepaid express service, in each case addressed as set forth in the first paragraph of this Agreement (or at such change of address as provided in accordance with this Section 8).

9. **Miscellaneous.** This Agreement will be governed by the laws of the state of GA without regard to conflict of law principles. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and it may not be modified except by an agreement in writing signed by both parties after the date hereof. This Agreement may be signed in counterparts, each of which will constitute an original, and both of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Host: <i>City of Powder Springs</i>	Strategic Materials (SMI)
By: <i>Albert Thurman</i>	By: <i>Mark Lyons</i>
Name: <i>Albert Thurman</i>	Name: Mark Lyons
Title: <i>Mayor</i>	Title: Regional Sourcing Manager
Date: <i>4/12/23</i>	Date: 4/3/2023

Approved as to form:

[Signature]

City Attorney