



## EXHIBIT "A"

### USED COOKING OIL AGREEMENT

#### ADDITIONAL TERMS AND CONDITIONS

1. USE OF EQUIPMENT. Customer's use of Equipment is conditioned upon Customer's agreement with the Used Cooking Oil Agreement and all its terms. Customer's execution of this Agreement or taking possession of the Equipment shall be deemed acceptance of the terms herein. All the terms herein, including those on the front page of the Agreement) are incorporated into this and all past and future contracts between AGS and Customer upon Customer's receipt of the Equipment under this Agreement. Subject to the terms and conditions hereof, AGS hereby provides to Customer, and Customer hereby uses and rents from AGS, the equipment listed on the front page of this Agreement (hereinafter referred to as the "Equipment"). The Customer hereby provides AGS the exclusive right to collect and remove its used cooking oil, which shall be detergent free and stored in the grease receptacles ("Grease Bins") provided by AGS for the term of this Agreement (collectively, the "Product").

2. TERM. This Used Cooking Oil Agreement shall commence upon the "Effective Date" and shall terminate on the "date specified in the termination notice provided by Customer or AGS. This Agreement is for a period of two (2) years, unless expressly stated otherwise in the "Description & Notes" section of this Agreement. It shall automatically renew after two (2) years unless written notice via certified mail is given by a party sixty (60) days before such date of automatic renewal. Upon termination for any reason, all amounts owed to AGS will immediately become due and payable regardless of payment terms issued at time of sale. Notwithstanding any other provision of this Agreement to the contrary, AGS may immediately terminate and cancel this Agreement and cease performing services without liability to the Customer under the following circumstances: (a) Customer is insolvent, adjudged, bankrupt, or bankruptcy proceedings are commenced by or against the Customer; or (b) Customer makes a general assignment for the benefit of creditors; or (c) a receiver is appointed for the Customer; or (d) AGS is notified to cease work or that Customer will not pay for services; or (e) Customer fails to make any payment to AGS when such payment to AGS is due; or (f) the discovery of any unknown or undisclosed conditions including, but not limited to, the presence of hazardous, toxic, or other materials for which AGS has not explicitly agreed to perform investigative or remedial activities in this Agreement. In the event of termination by AGS, Customer shall pay and reimburse AGS for all services performed by AGS through the date Customer receives notice of the termination. Upon termination of this Agreement, AGS shall remove the Grease Bin(s) and may immediately cease providing services to Customer.

3. PAYMENT FOR SERVICES. In consideration for the services provided by AGS described in the estimate document, the Customer agrees to pay AGS, in full, the signed and agreed amount listed on the estimate document under the "Pricing" section, subsection "Grand Total." Customer represents and warrants that all information provided in the estimate document is accurate and valid. Customer agrees to pay the Grand Total, as listed in the signed estimate in full within thirty (30) calendar days of the date of the delivery of each invoice by AGS to the Customer. . Invoices unpaid on the due date will accrue interest on the outstanding balance at the rate of 18% per annum. AGS shall be entitled to reimbursement of all costs and expenses, including attorneys' fees and court costs, incurred in collecting payment from Customer.

4. OIL DISPOSAL. AGS shall acquire title to the Product when it is loaded into AGS's Grease Bin(s) provided to Customer. In addition, the Customer grants AGS the exclusive right to perform Grease Interceptor Services (GIS) (referenced in the estimate document) for the price detailed in said document.

If on the date of collection by AGS, the United States Department of Agriculture price for yellow grease in the Central United States (as published <https://www.ams.usda.gov/mnreports/lswagenergy.pdf>) falls below twenty-five cents (\$0.25) per pound, the parties have agreed that AGS reserves the right to increase the fee for collection services. The Customer warrants the Product collected by AGS will not contain any inappropriate substances, including but not limited to hazardous, toxic, or radioactive wastes, glass, or metals, which would make the Product unsuitable. At its sole discretion, AGS may assess the Customer with a surcharge for any Product containing any

of the above-referenced substances or an excessive amount thereof, and further may terminate this Agreement immediately by giving the Customer written notice thereof.

5. SITE ACCESS. Customer shall provide AGS, its employees, agents, and subcontractors with right-of-entry and access to all areas of the site, and Customer hereby specifically warrants to AGS that all AGS employees shall have the right to enter and remain at the site while AGS is performing services thereon for the Customer. AGS, with the assistance of the Customer, will authorize those personnel for access to the area who are necessary to the project or who must have access in connection with their activities on behalf of the Customer. Customer further agrees to cooperate with AGS to keep all areas under AGS's direction free of all unauthorized persons and all property within relative distance of AGS's activities free from activities of the Customer which may disturb, inhibit, or endanger AGS's activities, and to ensure the safety of all ongoing operations to the extent of the Customer's control over actions in any such areas.

6. RETURN OF EQUIPMENT/DAMAGED & LOST EQUIPMENT. Upon termination of this Agreement, Customer will make the Equipment available to AGS and allow AGS to pick up the Equipment. The Equipment is to be in the same condition as when delivered to Customer, subject to reasonable wear and tear, as defined below. Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment arrives at the Site Location until the Equipment is returned to AGS by AGS pick-up at Site Location. In the case of the loss or destruction of any Equipment, or inability or failure to return same to AGS for any reason whatsoever, Customer will pay AGS the then full replacement list value of the Equipment.

7. NATURE OF EQUIPMENT. The Equipment shall remain personal property, notwithstanding the manner in which it may be affixed to any real property. Customer will take all action required to keep the Equipment free and clear of all levies, liens, and encumbrances which result from any act or omission of the Customer.

8. OWNERSHIP OF EQUIPMENT. The Equipment is and shall at all times remain the sole property of AGS, and Customer shall have no right, title or interest therein except as expressly set forth in this Used Cooking Oil Agreement.

9. LOCATION OF EQUIPMENT AND RIGHT OF INSPECTION. Customer shall not remove the Equipment from the Site Location without the prior written consent of AGS.

10. SITE ACCESS & LOCATIONS. Customer shall provide AGS, its employees, agents, and subcontractors with right-of-entry and 24-hour access to all areas of the site and portable toilet, and Customer hereby specifically warrants to AGS that all AGS employees shall have the right to enter and remain at the site while AGS is performing services thereon for the Customer. Customer chooses the site where the Equipment is to be set up and accepts all responsibility in connection with that choice of location. AGS, with the assistance of the Customer, will authorize those personnel for access to the area who are necessary to the project or who must have access in connection with their activities on behalf of the Customer. Customer further agrees to cooperate with AGS to keep all areas under AGS's direction free of all unauthorized persons and all property within relative distance of AGS's activities free from activities of the Customer which may disturb, inhibit, or endanger AGS's activities, and to ensure the safety of all ongoing operations to the extent of the Customer's control over actions in any such areas. Customer will obtain, at its expense, all government licenses, permits and approvals that may be necessary for AGS to perform work.

11. ALTERATIONS. Without the prior written consent of AGS, Customer shall not make any alterations, modifications, improvements, or attachments to the Equipment. All alterations, modifications, improvements, and attachments of whatsoever kind or nature made to the Equipment shall immediately become a part of the Equipment of AGS and shall be subject to the terms of this Used Cooking Oil Agreement.

12. RISK OF LOSS, DAMAGE, AND THEFT. Customer hereby assumes all risk of loss of and damage to the Equipment from any cause, including but not limited to, damages or loss caused by fire, theft, accidents, and vandalism. No loss or damage to the Equipment will impair any obligation of Customer under this Used Cooking Oil Agreement, which will continue in full force and effect. In the event of loss of, destruction of, or damage to any of the Equipment, Customer, at the option of AGS, shall (i) place the same in good repair at Customer's cost and expense; or (ii) replace the same with like equipment, which equipment shall thereupon become subject to this Used Cooking Oil Agreement. All repairs must be performed by authorized AGS personnel.

13. OCCURRENCE OF AN ACCIDENT. If an accident occurs involving the Equipment, written notice must be promptly given to the AGS and in no event more than forty-eight (48) hours of the occurrence of the accident. Notice may be given electronically to the AGS. The notice shall contain particulars of the time, place and circumstances of the accident, names, and addresses of the operators of involved vehicles, the injured parties, and the witnesses. Every demand, notice, summons, or other process received by the Customer or Customer's servants or agents shall be forwarded immediately to the AGS. The Customer and Customer's agents and servants also agree to fully cooperate with the AGS and its insurers in the handling, defense and investigation of all claims and suits and in enforcing any claim, right of contribution, indemnification, or subrogation by AGS or its insurers against any person.

14. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless, and hereby forever releases, AGS and its affiliates, directors, officers, shareholders, employees, and agents from and against any and all claims, causes of action, and/or other costs

which all or any one of them incur or for which all or any of them are held liable in connection with or arising from, in whole or in part, the following: (a) the presence of any hazardous or toxic substances, wastes, materials, chemicals or compounds, or any other type of environmental or health hazard compounds, products or conditions at Customer's facilities or the site, from any cause whatsoever; (b) actions or proceedings commenced against AGS by a third party arising from services performed for Customer; (c) Customer's breach of any terms or provision of this Agreement; (d) the failure of any warranty or representation of Customer to be true, accurate and complete; (e) damage or injury to subsurface objects, including but not limited to pipes, electrical lines, and utility lines, arising from the performance of the services by AGS or its subcontractors; (f) Customer's failure to furnish any required notices or reports to governmental authorities or other persons or to comply with applicable statutes, regulations, codes, ordinances or orders; and (g) the negligent acts, errors, omissions or willful misconduct of Customer or its directors, officers, employees, agents or any third party.

15. LIMITATION OF LIABILITY. AGS is not responsible for any losses, thefts, claims, demands, damages, liabilities, costs and expenses that may arise in the course of providing services under this Agreement, excepting only intentional misconduct by AGS. In no event shall AGS be liable for any negligence, misuse, or illegal handling of the Product by the Customer. Neither AGS nor its directors, officers, employees, agents, representatives, or subcontractors shall be liable for an indirect, special, incidental, punitive, exemplary, or consequential damages. AGS shall remain compliant with all local, state, and federal laws and regulations regarding any and all services provided. Customer expressly acknowledges and agrees that the services offered by AGS are provided "as-is". AGS disclaims any and all representations, warranties and conditions, whether express, implied, or statutory, as to the performance of the services.

16. CUSTOMER'S ASSIGNMENT. Without the prior written consent of the AGS, Customer shall not bail, sublease, hypothecate, transfer, or dispose of the Equipment or any interest in this Used Cooking Oil Agreement nor impair the AGS's title to the Equipment. Customer shall not assign this Used Cooking Oil Agreement, nor shall this Used Cooking Oil Agreement or any rights under this Used Cooking Oil Agreement or in the Equipment inure to the benefit of any trustee in bankruptcy, receiver, creditor, or other successor of Customer whether by operation of law or otherwise, without prior written consent of the AGS.

17. IDENTIFICATION AND GPS TRACKING. AGS shall have the right to mark each Item of Equipment in a distinct and conspicuous manner with the name of the AGS followed by the words "AGS and AGS" or other appropriate words designated by AGS. Customer shall not alter, deface, or remove any of AGS's ownership identification plates or markings on any Equipment and, upon AGS's request, Customer shall affix or re-affix such identification. Customer acknowledges that Equipment may be equipped with AGS's GPS tracking unit. Customer understands that there is no expectation of confidentiality while Equipment is rented.

18. EVENTS OF DEFAULT. Any of the following events or conditions shall constitute an Event of Default hereunder and entitle the AGS, at its option, to avail itself of the remedies more fully set forth in paragraph 27 hereof:

- (a) Failure of the Customer to make any payment of rent or any other amount under this Used Cooking Oil Agreement when due.
- (b) Nonperformance by Customer of any term, covenant, or condition of this Used Cooking Oil Agreement.
- (c) Any affirmative act of insolvency by Customer, or the filing by Customer of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to, debtors.
- (d) An involuntary case or other proceeding should be commenced against Customer seeking liquidation, reorganization, or other relief with respect to Customer or Customer's debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of Customer or any substantial part of Customer's property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of thirty (30) days.
- (e) The subjection of any of the Equipment to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

19. REMEDIES. Upon the happening of any Event of Default hereunder, AGS shall have the rights and duties provided by applicable law and by this Used Cooking Oil Agreement. Notwithstanding that this agreement is a lease and title to the Equipment is at all times in the AGS, AGS may nevertheless at its option choose those rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Indiana or any other jurisdiction in which enforcement of this Used Cooking Oil Agreement is sought. In addition, the rights of the AGS shall be as set forth herein in this paragraph and AGS at its option, may, upon AGS's demand, the Equipment shall be promptly delivered to AGS, at that place designated by AGS. If Customer does not so deliver the Equipment, Customer shall make the Equipment available for retaking and authorizes AGS, its employees, and agents to enter the Job Site Location of the Customer and any other location (insofar as Customer can permit) for the purpose of retaking. In the event of retaking, Customer expressly waives all rights to possession and all claims for injuries suffered through or loss caused by breaching the peace. Any repossession

accomplished under this paragraph 26 shall not release Customer from liability for damages of AGS sustained by reason of Customer's default hereunder.

If Customer loses or forfeits possession of the Equipment at any time, under any circumstance, including, but not limited to, breach or default of any term or condition of this Agreement, impoundment forfeiture, bailment, and/or pursuant to any failure to abide by applicable laws and/or obtain required licensing, registration, permits, certificates, or otherwise, it is expressly understood that, for the entire period during which Customer has lost possession of the Equipment (and/or such is not returned to AGS, in AGS's complete control and dominion), this Agreement will remain in full force and effect, with rent and associated charges and interest, to continue to accrue unabated until Customer regains possession of the Equipment and returns same to AGS, in such condition and pursuant to such terms as otherwise provided in this agreement. Customer shall pay AGS all costs and expenses, including attorneys' fees, incurred by AGS in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof. Anything in this section or elsewhere in this lease to the contrary notwithstanding, the exercise by AGS of any remedy or remedies given to AGS under this Used Cooking Oil Agreement, including the remedy of retaking the Equipment, shall not constitute an exclusive election of remedy by AGS.

The waiver by AGS of any breach of any obligation of Customer shall not be deemed a waiver of any future breach of the same or any other obligation. No remedy of AGS hereunder shall be exclusive of any remedy herein provided or by law, but each shall be cumulative and in addition to every other remedy. The bringing of an action with an entry of judgment against Customer shall not bar the AGS's right to repossess any or all items of Equipment. AGS's remedies shall be available to AGS's successors and assigns, shall be in addition to all other remedies provided by law, and may be exercised concurrently or consecutively. CUSTOMER WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF THE EQUIPMENT BY AGS IN THE EVENT OF A DEFAULT HEREUNDER BY CUSTOMER. CUSTOMER HEREBY WAIVES ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY THE AGS OR THE CUSTOMER IN CONNECTION WITH THIS USED COOKING OIL AGREEMENT.

20. CUSTOMER REPRESENTATION. Customer hereby represents and warrants to the Lessor that on the date of the Agreement and on the date of execution of each Schedule:

- (a) Customer is duly authorized, validly existing, and qualified to do business as presently conducted; in all events Customer has the authority and power to enter into and perform its obligations under this Agreement; and Customer is qualified to do business in each jurisdiction where activities of Customer require such qualification, including specifically all jurisdiction(s) where the Equipment is or is to be located.
- (b) Customer possesses all necessary franchises, permits, and rights that are material to its operation of the Equipment and the conduct of its business.
- (c) This Used Cooking Oil Agreement, any exhibit(s) and any attachments constitute valid, legal, and binding agreements enforceable with their terms, except as may be limited by applicable bankruptcy or insolvency laws.
- (d) No approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into or performance by Customer of this Used Cooking Oil Agreement, any exhibit, or any attachment.
- (e) The execution and delivery of this Used Cooking Oil Agreement by the Customer and the performance by Customer of this Used Cooking Oil Agreement, any Exhibit, or any attachment will not: (i) violate any judgment, order, law or regulation applicable to Customer or any provision of Customer's Certificate of Incorporation its By-Laws or Operating Agreement, as applicable; or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Used Cooking Oil Agreement ) to which Customer is party.
- (f) There are no actions, suits or proceedings pending or threatened in court or before any commission, board, governmental body, or other administrative agency against or affecting Customer that, if adversely determined individually or in the aggregate, would have a material adverse effect on the financial condition, business or operations of the Customer or the ability of Customer to fulfill its obligations under this Used Cooking Oil Agreement.
- (g) The Equipment will at all times be used for commercial or business purposes.
- (h) The Equipment will at all times remain tangible personal property.

21. ACCURACY OF REPRESENTATIONS. None of the Customer's representations or warranties set forth in this Agreement or in any document furnished pursuant to this Agreement or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary to make any statement of fact contained herein or therein, in light of the circumstances under which it was made, not misleading.

22. FORCE MAJEURE. In no event shall AGS have responsibility or liability to the Customer for any failure or delay in performance by AGS which results, directly or indirectly, in whole or in part, from any causes or circumstances beyond the reasonable control of AGS. Such causes and circumstances include, but are not limited to, fires, floods, strikes, riots, sabotage, explosion, adverse weather conditions not reasonably anticipated, unavoidable casualties, unavailability or insufficiency of labor, materials, supplies, equipment, transportation or services, process shut down, equipment malfunction, acts of God, acts or omissions of Customer, court orders, acts, orders or regulations of any governmental agency, loss of permits and delays in mail or delivery services. Work stoppage or interruption in the performance of services under this Agreement caused by any of the above events may result in additional costs beyond those outlined by AGS in this Agreement, which shall entitle AGS to an adjustment in the charges and fees for services under this Agreement.

23. INTERPRETATION. The language in all parts of this Agreement, any exhibit and any attachment shall, in all cases, be construed as a whole according to its fair meaning, strictly for nor against any party, and without implying a presumption that the terms hereof shall be more strictly construed against one party by reason of any rule of construction to the effect that a document is to be construed more strictly against the party who personally or through such party's agents, prepared the same, it being agreed that the representatives of both parties have participated in the preparation hereof.

24. AUTHORITY TO EXECUTE. The undersigned persons executing this Used Cooking Oil Agreement, for and on behalf of the entities (if applicable) that are parties hereto, hereby represent and certify that each such person occupies the position stated below with respect to such entity, and that this Agreement has been signed by such person for and on behalf of such entity pursuant to proper authority confirmed by such entity, and that all necessary action for the execution and delivery and performance of this Agreement and the Schedule has been taken and done.

25. ELECTRONIC EXECUTION. The parties agree that this agreement may be transmitted between them electronically. The parties intend that electronic signatures constitute original signatures and that an electronic copy of this agreement or any Schedule containing the signatures of all the parties is binding on the parties.

26. FURTHER ASSURANCES. Customer will, at its expense, promptly and duly execute and deliver to AGS such further documents and assurances and take such further action as AGS may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Used Cooking Oil Agreement so as to establish and protect the rights, interests and remedies intended to be created in favor of AGS hereunder, including, without limitation, the execution and filing of financing statements and continuation statements with respect to the Equipment and this Used Cooking Oil Agreement.

27. AMENDMENTS AND WAIVERS. No term or provision of this Used Cooking Oil Agreement may be changed, waived, amended, or terminated except by a written agreement signed by both AGS and Customer. No waiver by any party of, or consent by such party to, a variation from, or breach of, or default under, any provision of this Used Cooking Oil Agreement shall be effective unless made in a written instrument duly executed on behalf of such party by duly authorized officer or such individual (as the case may be), and any such waiver or consent shall be limited solely to those rights or conditions expressly so waived or consented to. No failure or delay on the part of any party in exercising any power, right or privilege, under this Used Cooking Oil Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right or power preclude any other or further exercise thereof, or the exercise of any other right or power under this Used Cooking Oil Agreement.

28. NOTICES. Any notice required to be given by either party to the other under the provisions of this Used Cooking Oil Agreement or under applicable laws shall be sufficient if given either in person or by certified or registered mail, return receipt requested, addressed to the addresses shown on the Used Cooking Oil Agreement.

29. ATTORNEYS' FEES. Customer shall pay AGS's attorneys' fees and other expenses incurred in collecting amounts owed or otherwise enforcing AGS's rights under this Used Cooking Oil Agreement. In the event either party shall bring any action, proceeding, or suit to enforce any of its rights hereunder, the unsuccessful party in the action shall pay the successful party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the successful party's attorneys' fees.

30. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not sublease, sub-rent, assign or loan the Equipment without first obtaining the written consent of AGS, and any such action by Customer, without AGS's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Used Cooking Oil Agreement unless

AGS approves otherwise in writing. AGS may at any time, without notice to Customer, transfer or assign this Used Cooking Oil Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

31. ORDER OF PRECEDENCE. The terms and conditions of this Used Cooking Oil Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by AGS.

32. CLASS ACTION WAIVER. Customer agrees that any claims or proceedings brought by Customer relating to this Used Cooking Oil Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue AGS as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against AGS. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

33. GENERAL PROVISIONS. This Used Cooking Oil Agreement constitutes the entire agreement between AGS and Customer with respect to the Equipment and the subject matter of this Used Cooking Oil Agreement. This Used Cooking Oil Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it. The terms of this Used Cooking Oil Agreement shall be fully binding on the heirs, administrators, representatives, successors and assigns of each party, and the obligations herein shall survive execution of this Used Cooking Oil Agreement. The invalidity of any one or more of the words, phrases, sentences, clauses, sections, or subsections contained in this Used Cooking Oil Agreement shall not affect the enforceability of the remaining portions of this Used Cooking Oil Agreement or any part hereof, all of which are inserted conditionally on their being valid in law. This Used Cooking Oil Agreement shall be governed by and construed under the laws of the State of Indiana. The parties consent to the exclusive jurisdiction and venue of any state court located within Vanderburgh County, Indiana.

34. WAIVER OF JURY, in the event of any litigation regarding this agreement or any document or instrument executed pursuant hereto, the parties hereby irrevocably waive their right to trial by jury of any issue so triable.

Used Cooking Oil Agreement- Additional Terms and Conditions version 10.7.2023  
American Grease and Septic, LLC