

GLASS SUPPLY AGREEMENT

This Glass Supply Agreement and the attached Schedules and Terms and Conditions (together the “**Agreement**”) is made between **Strategic Materials, Inc. (“SMI”)** and the supplier identified below (“**Supplier**”). Supplier grants to SMI the exclusive right but not the obligation to receive all of the scrap glass generated or accumulated by Supplier at Supplier’s facility(ies), as follows:

PARTIES & FACILITIES

SMI Head Office Address: Strategic Materials, Inc 17220 Katy Freeway, Suite 150 Houston, Texas 77094	Supplier Head Office Address: Chatham County PO Box 1809 Pittsboro, NC 27312
Contact: Kevin Johnson Tel. 630-263-6008 Email: kevin.johnson@sibelco.com	Contact: Shannon Culpepper O - 919-545-7874 Email: Shannon.culpepper@chathamcountync.com

Supplier and SMI facilities covered by this Agreement are listed in Schedule A which may be amended by the parties’ written agreement.

TERM

Date of Agreement: April 27, 2026

Effective Service Date: May 1, 2026

The initial term of this Agreement is three (3) years from the Effective Service Date.

RATES OF PAYMENT

Base rates paid to or by SMI are set forth in Schedule A and are based on the actual weight of scrap glass received by SMI, as determined by SMI.

QUALITY

SMI has the right to reject and return or landfill at prevailing rates at Supplier’s expense any load that contains hazardous materials or prohibited materials, including metal, wire glass, mirrored glass, leaded glass, CRT or electronic glass, laminated glass, biomedical or infectious waste, pyro ceramics, silica beads, or metals that can cause stormwater run off. Supplier will not commingle different composition types of glass within any single container or bin.

SIGNATURES

The person signing this Agreement on behalf of Supplier acknowledges that he or she has read and understands this Agreement (including the Terms and Conditions), and has the authority to sign the Agreement on behalf of Supplier. This Agreement shall be complete when signed by SMI’s authorized representative.

SUPPLIER: CHATHAM COUNTY

By: _____

Name: _____

Title: _____

Date: _____

STRATEGIC MATERIALS, INC.

By: Kevin Johnson _____

Name: Kevin Johnson

Title: Manager Pricing

Date: 5/26/26

STRATEGIC MATERIALS, INC.

By:  _____

Name: Tum Goossens

Title: Director Southeast

Date: 5/26/26

LIST OF FACILITIES

	Supplier Facility Address	Supplier Contact	SMI Facility
1	28 County Services Road Pittsboro, NC 27312	Shannon Culpepper O - 919-545-7874	2606 Wico Blvd Wilson, NC 27893

BASE RATES OF PAYMENT

(price per ton)

	Supplier Facility	Pick Up or Delivered	Flint Bottle	Green Bottle	Clear Plate	Mixed Bottle
1	28 County Services Rd Pittsboro, NC 27312	Delivered				\$30.00

TERMS AND CONDITIONS

- 1. Glass Supply.** Supplier grants to SMI the exclusive right, but not the obligation, to receive all of Supplier's scrap glass ("Glass"), and SMI agrees to purchase Glass in accordance with this Agreement, which includes these Terms and Conditions and accompanying Schedules.
- 2. Glass Definition.** Glass supplied by Supplier will be all soda lime scrap glass identified by chemical type and free from contamination generated by Supplier's facility. Glass specifically excludes, and Supplier will not supply, any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or hazardous material as defined by applicable federal, state, or local laws or regulations. In addition, Supplier will not supply any glass ceramic blends such as pyroceramics or neoceram.
- 3. Title & Risk.** Title and risk of loss or damage to Glass will transfer to SMI when it is loaded into SMI's truck or, if applicable, when delivered by Supplier to SMI's facility. Title to and liability for any material other than Glass which has been supplied to SMI ("**Excluded Waste**") shall remain with Supplier, and Supplier shall be responsible for the Excluded Waste subject to the terms of this Agreement, including but not limited to Section 4, and any applicable law. Supplier agrees to comply with any description of and/or procedures with respect to removal of material rejected by a potential purchaser or otherwise determined by SMI not to be resalable or to have a reduced resale value. SMI may require Supplier to pay SMI the reasonable charges incurred by SMI for transporting, processing and/or disposal of such material and for the reduction in resale value of Glass supplied, or SMI may offset such amounts against other monies owed to Supplier.
- 4. Quality.** In addition to any other rights in this Agreement, SMI may reject and return or landfill at prevailing rates at Supplier's expense, any load which contains Excluded Waste (including materials described in Section 2 above), cross-contamination from construction or demolition waste, or excessive moisture. If disputes arise as to the composition of the glass supply, the parties will adopt a mutually agreed composition testing program for future supply.
- 5. Indemnification.** To the extent permitted by law, Supplier agrees to indemnify and hold harmless a SMI, its affiliates, and their respective directors, officers, employees and agents from and against any and all claims and all resulting losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees, expert witness fees, court costs and settlement amounts) of whatever kind and nature arising from the negligent acts or omissions of Supplier in connection with this Agreement, including (i) death or bodily injury to any person or destruction or damage to any property due to the negligence of Supplier, (ii) contamination of or adverse effects on the environment caused by material supplied by Supplier, as a result of Supplier's negligence, or (iii) any violation by Supplier of federal, state, or local laws, regulations or orders attributable to Supplier's negligent acts or omissions. Nothing in this Agreement shall be construed as a waiver of the County's (Supplier) governmental immunity. This Section 5 shall survive any termination of this Agreement.
- 6. Payments.** SMI agrees to pay Supplier on a monthly basis for Glass received by SMI in accordance with the charges and rates provided for herein. All undisputed amounts shall be payable within forty-five (45) days after delivery of invoice.
- 7. Changes.** Except as otherwise provided in this Agreement, all binding changes to the type, size and amount of equipment, the type or frequency of supply, and corresponding adjustments to the rates shall require a writing signed by both parties.
- 8. Responsibility for Equipment.** Any equipment furnished by SMI shall remain the property of SMI, however Supplier acknowledges that it has care, custody, and control of the equipment while at the Supplier's location. Supplier shall be responsible for loss or damage to equipment to the extent caused by the negligence or intentional acts of Supplier, its employees, or agents. Supplier agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Supplier agrees to provide unobstructed access to the equipment free from the proximity of any hazards on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, SMI will promptly notify Supplier and afford Supplier a reasonable opportunity to provide the required access; however, SMI reserves the right to charge an additional fee for any additional collection service required by Supplier's failure to provide such access.
- 9. Damage to Pavement.** SMI shall exercise reasonable care in operating its vehicles at the Supplier's facility. Supplier recognizes the difficulty of ensuring that Supplier's pavement or driving surface is adequate to bear the weight of SMI's vehicles. Therefore, Supplier agrees that SMI will not be responsible for any damage to Supplier's pavement, curbing or other driving surfaces resulting from the weight of SMI's vehicles at Supplier's location, unless caused by the willful misconduct or intentional acts of SMI.
- 10. Liquidated Damages.** In the event Supplier terminates this Agreement prior to its expiration (other than termination by Supplier pursuant to Sections 11 or 12) or SMI terminates this Agreement pursuant to Section 11, Supplier agrees to pay to SMI as liquidated damages a sum equal to Supplier's monthly average volume of Glass measured in tons supplied under this Agreement for the last six (6) months (or fewer if the Agreement is terminated before six (6) months) before termination times \$15 per ton for the remaining months (or part months) in the term. Supplier acknowledges that such amount represents a genuine estimate of the anticipated loss to SMI in such event, and such amount is reasonable and is not imposed as a penalty. In the event Supplier fails to pay SMI all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and SMI refers such matter to an attorney, Supplier agrees to pay, in addition to the amount due, all costs incurred by SMI as a result of such action, including reasonable attorneys' fees.
- 11. Suspension and Termination for Cause.** If either party commits a material breach of any provision of this Agreement, the other party may suspend its performance until such breach has been corrected; provided, however, that no suspension shall be effective unless and until the complaining party has given written notice of such breach and the breaching party has failed to cure such breach within ten (10) days thereafter. In the event any such material breach remains uncured for a period of thirty (30) days after such written notice, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon notice.
- 12. Non-Appropriation Clause.** The Supplier's obligations under this Agreement are subject to annual appropriation by the Chatham County Board of Commissioners. In the event sufficient funds are not appropriated for a subsequent fiscal year, the Supplier may terminate this Agreement without penalty upon thirty (30) days' written notice to SMI, and such termination shall not constitute a breach or default.
- 13. Confidentiality.** Each party will disclose the other party's Confidential Information (defined below) only to its affiliates and the employees, contractors and representatives of the receiving party or its affiliates who need to know such information for the purposes of this Agreement and who are legally required to maintain the confidentiality of the information in accordance with this Agreement. The receiving party shall protect the disclosing party's Confidential Information with at least the care with which it protects its own confidential information of a similar nature, but in any event not less than a reasonable standard of care, and shall be liable for any breach of the obligations in this Section by the receiving party's and its affiliates' employees, contractors and representatives. "**Confidential Information**" means any information or materials disclosed or made available to the other party pursuant to this Agreement that is identified by the disclosing party as "confidential" or "proprietary" at the time of disclosure or that a reasonable person would believe is confidential given the circumstances surrounding disclosure. Confidential Information excludes information that the receiving party can demonstrate (i) is generally available to the public through no fault or act of the

receiving party, (ii) was already known to the receiving party prior to its disclosure by the disclosing party; (iii) was rightfully disclosed to the receiving party by a third party, subject to no restrictions of confidentiality, or (iv) was developed by the receiving party without reference to the disclosing party's Confidential Information. Notwithstanding the foregoing, Confidential Information may be disclosed by the receiving party to the extent disclosure is required by applicable law, regulation or the rules of a stock exchange on which its securities are traded, or by order of a court or tribunal with jurisdiction, provided the receiving party notifies the disclosing party of such mandatory disclosure as soon as reasonably possible, the disclosing party is provided a reasonable opportunity to contest such disclosure or to seek a protective order, and the receiving party reasonably cooperates with the disclosing party's efforts to do so. Notwithstanding anything in this Section to the contrary, nothing in this Agreement shall limit or restrict the County's obligations under the North Carolina Public Records Act, N.C.G.S. Chapter 132. Information that constitutes a public record under North Carolina law shall not be deemed Confidential Information regardless of any designation by the disclosing party.

14. Force Majeure. Neither party shall be liable for its failure or delay in performance due to causes beyond its reasonable control, including epidemics, strikes, civil disturbance, acts or regulations of government bodies, fires, extreme weather events, natural disasters and acts of God.

15. Assignment. SMI may assign its rights and obligations hereunder to any affiliate or successor corporation or entity. SMI shall provide the County with at least thirty (30) days' prior written notice of any proposed assignment. Supplier shall not assign its rights and obligations hereunder without the prior written consent of SMI, and any assignment in violation of the foregoing shall be null and void.

16. Binding Effect. This Agreement is a legally binding agreement between the parties and their respective heirs, successors and assigns, in accordance with the terms and conditions set out herein.

17. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral that may exist between the parties regarding same. The parties are independent contractors and nothing in this Agreement will be construed as creating a partnership, joint venture, or agency relationship. Neither party has authority to bind the other party by contract or otherwise.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding its conflict of laws provisions.