AMENDMENT NO. 1 TO
EXCLUSIVE FRANCHISE AGREEMENT
FOR COLLECTION AND DISPOSAL OF
MATERIALS IN TETON COUNTY

This Amendment No. 1 to Exclusive Franchise Agreement for Collection and Disposal of Materials Teton County ("Amendment") is entered into this ___ day of October, 2026, by and between Teton County, Idaho, a political subdivision of the State of Idaho, acting by and through its Board of County Commissioners ("County"), and RAD Curbside LLC, a Delaware limited liability company ("Franchisee") (each a "Party" and collectively the "Parties").

RECITALS

A. The Parties are parties to that certain Exclusive Franchise Agreement for Collection and Disposal of Materials in Teton County dated August 12, 2015 (the "Agreement"), pursuant to which Franchisee was granted the exclusive right to collect and dispose of Collection Materials within the Exclusive Service Area, as those terms are defined in the Agreement.

B. Paragraph 3 of the Agreement provides for an Initial Term of seven (7) years, followed by successive Extension Terms of five (5) years, and further provides that the Parties may modify the Agreement in writing prior to the commencement of an Extension Term, including by agreeing to an Extension Term of a different length.

C. Paragraph 23 of the Agreement permits modification of the Agreement from time to time by the written consent of both Parties.

D. The Parties desire to (i) extend the Term of the Agreement for one additional two (2) year Extension Term following the expiration of the current term on November 10, 2027; (ii) establish a mechanism for periodic, Board-approved rate adjustments tied to a recognized consumer price index; (iii) clarify and strengthen the County's consent rights over any assignment, delegation, or change of control; and (iv) clarify that Franchisee's exclusivity applies only to residential and commercial curbside Collection Materials, and does not extend to construction and demolition materials. The extension term shall be from November 10, 2027 to November 10, 2029.

E. The County has found it necessary for the protection of the public health, welfare, and safety to enter into this Amendment and that the Franchisee shall have an exclusive franchise for Curbside Collection Materials as specifically set out in Section 2 (A), (B) and (C) of this Amendment.

F. The Board of County Commissioners has determined after a properly noticed meeting and vote in an open meeting on the ___ day of October, 2026, that this Amendment is in the best interest of the residents of Teton County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Extension of Term

A. Paragraph 3 of the Agreement ("Initial Term; Extension Terms; Termination") is amended to provide that, notwithstanding the automatic extension provision therein, the Parties agree that the Agreement shall be extended for one (1) additional Extension Term of two (2) years, commencing

November 10, 2027 and expiring November 10, 2029 (the "Amended Extension Term"). The Agreement shall expire on November 10, 2029 and shall not renew absent a written amendment approved by the Board of County Commissioners, unless earlier terminated in accordance with the Agreement.

B. Franchisee acknowledges that County delivered written notice to Franchisee that it was terminating the agreement and that the Agreement will expire on November 10, 2027 (the "Expiration Notice"), and that the Expiration Notice was timely and effective. The Expiration Notice remains in full force and effect except as modified by this Amendment. Upon full execution of this Amendment in accordance with subsection C below, the Agreement shall expire on November 10, 2029 and not on November 10, 2027, and Franchisee waives any claim that the Expiration Notice, or the execution of this Amendment, renewed or extended the Agreement beyond November 10, 2029.

C. This Amendment is an offer by County and is void and of no effect unless it is executed by Franchisee and delivered to County on or before October 26, 2026. If it is not so executed and delivered, the Agreement shall expire on November 10, 2027 as stated in the Expiration Notice.

2. <u>Scope of Exclusivity — Exclusion of Construction and Demolition Materials</u>

A. Paragraph 1 of the Agreement ("Definitions") is amended to add the following defined terms:

"CURBSIDE COLLECTION MATERIALS" means Collection Materials generated, produced, or accumulated by residential and commercial Customers in the Exclusive Service Area and collected through regularly scheduled roll-cart, dumpster, or comparable curbside or on-premises collection service, including residential and commercial trash and recyclable materials, but expressly excluding Construction and Demolition Materials.

"CONSTRUCTION AND DEMOLITION MATERIALS" or "C&D MATERIALS" means waste, debris, and materials resulting from the construction, remodeling, repair, or demolition of structures, roads, or other improvements, including but not limited to lumber, metal, roofing material, concrete, drywall, and similar debris, as further described in the C&D rate schedule set forth in Exhibit B to the Agreement.

B. Paragraph 2 of the Agreement ("Scope of Franchise") is amended to provide that Franchisee's exclusive right to collect and dispose of Collection Materials within the Exclusive Service Area applies only to Curbside Collection Materials. The collection, transport, and disposal of Construction and Demolition Materials is expressly excluded from the exclusivity granted under the Agreement and shall be non-exclusive. Nothing in the Agreement or this Amendment shall preclude County from permitting Franchisee or any other qualified hauler to collect, transport, process, or dispose of Construction and Demolition Materials within the County, and Franchisee shall have no exclusive right, and no claim against County or any third party, with respect to the collection of Construction and Demolition Materials.

C. For the avoidance of doubt, all other obligations of Franchisee under the Agreement with respect to Construction and Demolition Materials that Franchisee elects to collect (including but not limited to Paragraphs 12 and 13 and the C&D rates in Exhibit B) shall remain in effect on a non-exclusive basis.

3. Rate Adjustments — CPI Adjustment

Paragraph 16 of the Agreement ("Rate Adjustments") is amended to add the following subparagraphs:

C. Annual CPI Adjustment. In addition to, and not in lieu of, the Rate Adjustment described in subparagraph A above, Franchisee may request, not more than once annually, an adjustment to the rates set forth in Exhibit B based on the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics (or its successor index), measured over the preceding twelve (12) month period. Because of the 4% increase granted in this Amendment, a CPI Adjustment may be requested and considered by the Board only in September 2027 and September 2028, and no CPI Adjustment may be requested or considered after September 2028. Any request for a CPI Adjustment shall be submitted in writing to the Contract Administrator with supporting calculations. No CPI Adjustment shall take effect unless and until it has been reviewed and approved by the Board of County Commissioners at a regular or special meeting of the Board. The Board may approve, deny, or approve a lesser adjustment than requested, in its sole discretion.

D. Because it has been some time since a rate increase and because of inflation which has incurred since the last rate increase, both parties to this agreement agree that a rate increase of 4 percent is justified and both parties agree that the rate under this contract increase by 4 percent on the signing of this contract. No rate increase in the future under this Paragraph 16, including any CPI Adjustment, shall take effect without prior approval of the Board of County Commissioners, and no such increase can happen before September 2027 due to the 4 per cent increase granted in this Amendment. County shall provide such public notice and hold such public hearings as may be required by Idaho Code § 63-1311A or other applicable law.

4. Assignment and Change of Control

Paragraph 21 of the Agreement ("Prohibition Against Assignment") is deleted in its entirety and replaced with the following:

Except as specifically authorized herein, no rights or obligations under this Agreement may be assigned, and no duties may be delegated, by Franchisee, and no Change of Control shall occur, without the prior written consent of the Board of County Commissioners of Teton County, given by resolution or order at a regular or special meeting of the Board. The Board may grant, withhold, or condition such consent in its reasonable discretion, including by considering the proposed assignee's financial capacity, operational experience, and ability to perform Franchisee's obligations under this Agreement. Any attempted assignment, delegation, or Change of Control without such consent shall be void and shall constitute a material breach of this Agreement and cause for termination under Paragraph 17.

5. Public Notice; Ordinance

The Parties acknowledge that this Amendment extends an exclusive franchise under Idaho Code § 31-4403 and involves rate-setting mechanisms potentially subject to Idaho Code § 63-1311A. County shall adopt, or amend, such ordinance(s) as may be necessary or appropriate to implement and make binding the terms of this Amendment, following such public notice as the Board determines to be appropriate or as required by applicable law.

6. Ratification; No Other Modification

Except as expressly modified by this Amendment, all other terms, conditions, and provisions of the Agreement remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

7. Notices

The notice addresses for the County and for the Franchisee stated in the notice provision of the Agreement are confirmed and remain unchanged. All notices, requests, and other communications under the Agreement shall continue to be given in the manner, and shall take effect as, provided in that notice provision, except that (i) all references to the Franchisee shall mean RAD Curbside LLC, and notices to the Franchisee shall be directed to the attention of David Hudacsko, Manager and Contract Administrator, at the Franchisee's address stated in the Agreement which is [address redacted], [address redacted] with email at [email redacted]; and (ii) notices to the County shall be directed to the same County recipient and address stated in the Agreement which is Public Works Director, 150 Courthouse Drive, [address redacted]

David Hudacsko, Manager of the Franchisee, is designated as the Franchisee's Contract Administrator for purposes of the Agreement. Either Party may change its notice address or designated recipient by notice given to the other Party in accordance with the Agreement.

8. Governing Law

This Amendment shall be governed by and interpreted under the laws of the State of Idaho, and venue shall be in Teton County, consistent with Paragraph 33 of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the ___ day of October, 2026.

COUNTY	**FRANCHISEE**
Teton County	RAD Curbside LLC
_____	_____
By:	By: David Hudacsko
Title: Chair, Board of County Commissioners	Title: Manager

ATTEST

_____

Teton County Clerk