Teton County Commissioners

150 Courthouse Drive | Driggs, ID 83422 | bocc@tetoncountyidaho.gov

October 13, 2026

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

David R. Hudacsko
Manager & Contract Administrator
RAD Curbside LLC
[address redacted]
[address redacted]

Dan Christensen, CEO
Elevate Recycling & Disposal Services
[address redacted] Suite 216
Lehi, UT 84043

RAD Curbside, LLC
c/o Discern Registered Agent, Inc.
[address redacted]
Salt Lake City, UT 84171

Re: Notice of Termination (Non-Extension) — Exclusive Franchise Agreement for Collection and Disposal of Materials in Teton County, dated August 12, 2015

Dear Messrs. Hudacsko and Christensen,

This letter is formal written notice of termination from Teton County, Idaho ("County") to R.A.D. Recycling Alternative Distribution, LLC, now known as RAD Curbside LLC ("RAD"), given pursuant to Paragraph 3 (Initial Term; Extension Terms; Termination) and Paragraph 26 (Notices) of the Exclusive Franchise Agreement for Collection and Disposal of Materials in Teton County dated August 12, 2015 (the "Agreement").

Paragraph 3 provides that the Agreement automatically extends for successive five (5) year Extension Terms unless the County or the Franchisee provides written

notice of termination not less than one (1) year prior to the expiration of the Initial Term or the then-current Extension Term.

The County hereby gives notice of termination. The County elects NOT to extend or renew the Agreement for any additional Extension Term, and the Agreement will terminate upon expiration of the current Extension Term, which the County understands will expire on or about November 10, 2027, or on such other date as the current term expires under Paragraph 3. This notice is given more than one (1) year before that expiration. It is also given in an abundance of caution, so that it satisfies the timing required by Paragraph 3 regardless of the precise date on which the current term is ultimately determined to expire.

Nothing in this notice waives any right or remedy available to the County under the Agreement or applicable law, including but not limited to rights under Paragraph 17 (Breach of Contract and Termination) and Paragraph 31 (Transition to Next Franchisee). The County expects RAD to continue performing all obligations under the Agreement through the end of the term and to cooperate fully in the transition of services described in Paragraph 31 if a successor franchisee is selected.

Please direct any questions regarding this notice to Teton County Public Works Director Darryl Johnson, djohnson@tetoncountyidaho.gov. Please acknowledge receipt by signing and returning the enclosed copy of this letter.

Sincerely,

Brad Wolfe
Chairman

cc: Darryl Johnson, Public Works Director
Dan O'Donnell, Solid Waste Manager