

Customer Number: 24-0002

Service Agreement

This Service Agreement ("Agreement") is entered and effective as of **January 04, 2024 - January 04, 2027** (the "Effective Date") by and between BioServ, Inc., a Connecticut corporation with a principal office at 10 Gramar Avenue, Prospect, CT 06712 ("BioServ"), and **Rodeo Cannabis Co. at 29 Industrial Park Rd N in Sterling, CT 06377** (the "Client")

For the good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. This Agreement sets forth the terms and conditions under which BioServ will provide medical/pharmaceutical waste management and compliance services to the Client. BioServ's relationship with the Client at all times remains that of an independent contractor and nothing in this Agreement shall be construed to designate BioServ as an employee, agent, partner or a joint venture with Client.
2. BioServ will provide medical/pharmaceutical waste management and regulatory compliance services for the prices and on the terms and conditions contained herein, which will include collection, transportation, treatment and disposal of all accepted Regulated Medical/ Pharmaceutical waste generated by Client during the term of this Agreement (the "Services"). (Excluding Nonconforming Waste- waste that does not match the specific waste profile that has been designated by BioServ in accordance with state and federal law. (i.e. - if chemical waste were placed in a container designated to be for medical waste only then that would be considered non-conforming waste as it doesn't match the waste profile for regulated medical waste.))
3. (a) BioServ employees may refuse or reject containers that BioServ determines to be Non-Conforming Waste. (b) Responsibility for transportation of Regulated Medical Waste/Pharmaceuticals collected from Client shall transfer and rest in BioServ at the time it is loaded into BioServ's vehicle. At all times before loading, Client shall retain title to Regulated Medical Waste/Pharmaceuticals. Client shall hold and retain title to all Nonconforming Waste, regardless whether refused for collection or returned to Client for proper disposal after collection. (c) All Regulated Medical Waste/Pharmaceuticals must be accompanied by a properly completed shipping document pursuant to 49 C.F.R. 172.202 (Manifest). Client shall be responsible and liable for, and shall indemnify BioServ from, all claims, fines, injuries (needle stick or otherwise) and treatment costs associated, losses and damages to BioServ, its employees and other third parties that relate to, arise or result from Nonconforming Waste, the improper labeling or packaging, or because of the nature of the waste being collected, transported, treated or disposed by BioServ. (d) Medical waste boxes may not exceed 35 lbs. BioServ reserves the right to re-pack medical waste boxes that are found to be in excess of this maximum weight. Additional boxes will be billed and charged at the disposal rates set forth in the price quotation section of this agreement.
4. Any client utilizing hazardous waste disposal hereby authorizes BioServ, Inc. and its' employees to act on its' behalf as an agent for the sole and exclusive purpose of placing its' signature in the block provided for signature by the client/generator of Hazardous Waste on all chemical waste characterizations, chemical waste profiles, manifests and/or land disposal restriction forms. These forms are generated by BioServ and will be provided to the destruction/recycling facility for the sole purpose of properly identifying, categorizing and determining waste treatment processes of your chemical waste streams.
5. BioServ agrees to maintain General Liability, Automobile Liability, and Workers' Compensation Insurance as required by applicable state law, and to comply with all federal and state laws, rules and regulations applicable to BioServ's performance hereunder. At the date of this Agreement, BioServ has obtained all necessary permits, licenses, and other federal, state or local authorizations required to perform the Services in the states of Connecticut, Rhode Island, New York, New Hampshire, Vermont, Massachusetts, Pennsylvania, Ohio, West Virginia and New Jersey.
6. The term of this Agreement shall be three years from the Effective Date ("Term"). The Agreement will automatically renew every three years (each an "Extension Term"), unless either party has notified the other party in writing at least sixty (60) days before the renewal date of a desire to terminate the Agreement, there are no termination fees. BioServ reserves the right to adjust prices for increased costs of operation or changes in law or regulation at any time. Client agrees to use no other medical waste/pharmaceutical service or method during the Term and any Extension Term. If Client gives notice of non-renewal, Client agrees to provide its reason(s). However, in no event shall Client attempt to or

terminate this Agreement for breach without first providing BioServ written notice of its reason(s) and only after allowing BioServ at least thirty (30) days to rectify the alleged breach in the attempt to maintain the working relationship.

7. All charges and pricing of BioServ's Services will be as set forth on the BioServ Price Proposal/Service Agreement which also identifies the specific Services to be provided. Client will confirm desired automatic service schedule or request services via phone or email and include any special instructions.
8. BioServ will invoice Client for Services described on the BioServ Price Proposal attached and invoices are due and payable on receipt. Client agrees to pay a late charge on any amounts owed to BioServ for more than thirty (30) days, at a rate of 1.5% per month or at the maximum rate permitted by law in the state of Client's Service location, whichever is lower. Client further agrees to pay all costs and fees, including but not limited to, reasonable attorneys' fees, BioServ may incur in enforcing the terms of this Agreement or in collecting overdue amounts from Client. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of invoice, BioServ shall have the option, without notice to the client, to suspend Services under this Agreement until the overdue amounts (plus late charges and collection fees) have been paid in full. In the event that BioServ suspends Services under this Agreement for any reason, including the expiration or termination of this Agreement or Client's breach, Client shall allow BioServ access to the premises and BioServ shall be entitled to remove from Client's premises all trade fixtures, equipment, wall mounts and containers belonging to BioServ. Any and all non-compliant containers will be billed as an additional container charge at the current container rate on the BioServ Price Proposal attached. Non-compliant containers include but are not limited to, containers that are overweight under applicable laws or regulations, non-DOT approved containers and containers holding non-conforming waste.
9. BioServ shall not be responsible if its performance is interrupted, delayed or rendered impractical because of events or circumstances beyond its control. There will be a \$65.00 unproductive stop fee applied to the clients account upon the second incident in which the client is unavailable at the time of the client requested pre-arranged service and BioServ is unable to perform its scheduled service. A \$25.00 service fee will apply in the event that a BioServ technician is delayed >20 minutes at the client's facility prior to being allowed to preform pre-arranged services.
10. Client agrees at all times to comply with all applicable laws and regulations regarding the collection, transportation and treatment of Regulated Medical Waste/Pharmaceuticals.
11. This Agreement including all incorporated by reference documents and submitted BioServ Price Proposal attached constitute the entire understanding and agreements and cancel and supersede any prior negotiations, representations and understandings regardless whether written or oral.
12. All notices must be in writing and delivered to the party at the address set forth on the BioServ Price Proposal attached or preamble to this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Connecticut. No waivers are effective unless in writing. Facsimile signature shall be deemed originals for the purposes of this Agreement and a copy of a facsimile of this Agreement shall be as effective as an original.
13. Effective June 30th 2018, the Federal Environmental Protection Agency (EPA) has implemented a national electronic hazardous waste manifesting system. Effective the same date, it has been mandated that all generators of hazardous waste comply with the new reporting requirements and associated fees. As such, the following terms will apply: a) BioServ clients generating and shipping hazardous waste only agree to pay a \$50.00 per E-manifest/profile fee for each shipment of regulated hazardous waste. B) BioServ will process and submit the waste manifest to the national e-manifest data base on behalf of the customer. C) E-manifest fee applies only to shipments of waste requiring a hazardous waste manifest. (e.g. does not apply to medical waste)

ACCEPTANCE:

If you accept this proposal and its associated terms and conditions, please sign below and fax or email a copy to: 855-885-5680 or Kim@bioservusa.com

BY:

Victor J. Rivera

TITLE:

VP of Operations

ORGANIZATION:

Rodeo Cannabis Co.

DATE:

1/4/24

Rodeo Cannabis Company
29 Industrial Park Rd N
Sterling, CT 06377

March 1, 2024

Scope of Work

BioServ will provide all labor, equipment and materials to process and destroy cannabis products per DCP Guidelines (non-recoverable, unrecognizable) and profile, prepare regulatory paperwork to transport and dispose of non-hazardous pharmaceutical waste via incineration and other waste streams as you grow and progress, ex. waste solvent liquids.

Project Pricing

- Labor/Vehicle/Equipment (Portal to Portal) \$85.00 / hour
- Cannaway Cannabis Destroyer units \$90.00/each
(Process between 30 and 40 lbs. of product)
- Non Hazardous Pharmaceutical (4.3 cu ft box) for incineration) \$170.00/box
- Cannabis Contact Waste (PPE, Towels and misc. containers, etc.....) \$95.00/box
(Biomedical waste boxes for incineration)
- Vape Pen Processing (cut and remove batteries) \$2.00 each
- Disposal of lithium-ion batteries \$9.00/lb.
- Chemical Waste Solvents < 10% Water (30 gallon drum)..... \$355.00/each
- Supplied 30 gallon poly drum..... \$75.00/each
- Chemical Waste Disposal Profiling/EPA Mandated Manifest Fee/per pick up \$75.00
- E-Waste Disposal Pricing will be based on unit/pieces when applicable.

Above Pricing Based on the Following:

- Free and easy access to work area. BioServ will have to provide portable stairs at loading dock area to properly function during service events.
- DCP interactions may cause site delays out of BioServ's control.
- One free hour (no labor charge) for travel to and from Sterling location per service event. Estimated travel time to mob/demob is 3 hours, will be charged for 2 hours per service event
- Off Spec Waste Material may incur extra costs.



Worry Free Biomedical Management Solutions

www.bioservusa.com



SO307832

Copy 1

10 Grammer Avenue, Prospect, CT 06712

22 Corporate Circle, East Syracuse, NY 13057

28 Corporate Circle, East Syracuse, NY 13057

210 Hayes Drive, Suite D, Brooklyn Heights, OH 44131

MEDICAL WASTE TRACKING FORM

INSTRUCTIONS FOR COMPLETING MEDICAL WASTE TRACKING FORM

Copy 1--GENERATOR COPY Mailed by Destination Facility to Generator
Copy 2--DESTINATION FACILITY COPY Retained by Destination Facility
Copy 3--TRANSPORTER COPY Retained by Transporter
Copy 4--GENERATOR COPY Retained by Generator

As required under 40 CFR Part 259:

1. This multi-copy (4-page) shipping document must accompany each shipment of regulated medical waste generated in a Covered State.
2. Items numbered 1-14 must be completed before the generator can sign the certification. Items 17-19, 11, & 19 are optional unless required by the State. Item 22 must be completed by the destination facility.

For assistance in completing this form, contact your nearest State office or Regional EPA office, or call (800) 424-9346.

16. Transporter 1 (Certification of receipt of Medical Waste as described in terms 11, 12 & 13)

Louis Troiano 4/12/24
Printed/Typed Name Signature Date

17. Transporter 2 or Intermediate Handler

(name and address)

- ☐ Daniels Sharpsmart, Inc. Corporate Cir. East Syracuse, NY 13057
☐ Daniels Sharpsmart, Inc. 211 Hayes Drive Brooklyn Heights, OH 44131
☐ Environmental Maintenance Services Inc. 28 Corporate Cir. East Syracuse, NY 13057

20. Transporter 2 or Intermediate Handler (Certification of Receipt of Medical Waste as described in terms 11, 12 & 13)

_____ _____ _____
Printed/Typed Name Signature Date

21. New Tracking Form Number (for consolidated or remanifested waste)

22. Destination Facility (Certification of receipt of Medical Waste as described in terms 11, 12 & 13)

Received in accordance with items 11, 12 & 13
Goran Lipo 4/13/24
Printed/Typed Name Signature Date
(If other than destination facility, include address, phone, and permit or ID No. of transporter.)

22. Discrepancy Box (Any discrepancies should be noted by item number and initials)

GENERATOR

1. Generator's Name and Mailing Address

Rodeo Cannabis Co.
29 Industrial Park Rd N
Sterling, CT 06377

2. Tracking Form Number

MW-24-307832

4. State Permit or ID No.

3. Telephone Number 203-627-0700

5. Transporter's Name and Mailing Address

Environmental Maintenance Services, Inc.
10 Grammer Avenue
Prospect, CT 06712

6. Telephone Number

(203) 758-5550

7. State Transporter Permit or ID No.

CT-BMW-021

8. Destination Facility Name and Address

- ☐ Curtis Bay Energy 3200 Hawkins Point Rd Baltimore, MD 21226 (401) 354-3228 State Permit or ID No. 2005-WMI-0036
☐ Daniels Sharpsmart, INC. 925 Conroy Place Easton, PA 18040 (484) 546-2130 State Permit or ID No. 400693
☐ Daniels Sharpsmart, INC. 5770 N Dix Rd Westland, MI 48185 State Permit or ID No. 45365
☐ Approved Storage & Waste Hauling, Inc. 750 South Ave. Bridgeport, CT 06604 State Permit or ID No. 3-5508-00309/00001

11. US EPA Waste Description

a. Regulated Medical Waste (Untreated)

12. Total No. Containers

50

13. Total Weight or Volume

2000

b. Regulated Medical Waste (Treated)

c. State Regulated Medical Waste

14. Special Handling Instructions and Additional Information

Incineration Only

24 Hour Emergency Telephone Number (800) 378-8824

Drums for best visit w/ processed and removed

15. Generator's Certification:

Under penalty of criminal and civil prosecution for the making of submission of false statements, representations or omissions, I declare on behalf of the generator, Rodeo Cannabis Co., that the contents of this consignment are fully and accurately described above and are classified, packaged, marked, and labeled in accordance with all applicable State and Federal laws and regulations, and that I have been authorized by the state to make such declarations by the person in charge of the generator's operation.

X Goran Lipo 4/12/24
Printed/Typed Name Signature Date

INSTRUCTIONS

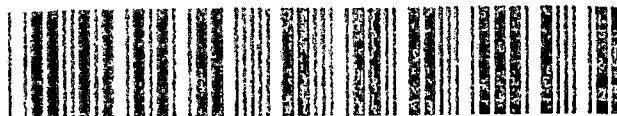
TRANSPORTER

DESTINATION



Worry Free Biomedical Management Solutions

www.bioservusa.com



SO307075

Copy

10 Grammer Avenue, Prospect, CT 06712

22 Corporate Circle, East Syracuse, NY 13057

28 Corporate Circle, East Syracuse, NY 13057

210 Hayes Drive, Suite D, Brooklyn Heights, OH 44131

MEDICAL WASTE TRACKING FORM

INSTRUCTIONS FOR COMPLETING MEDICAL WASTE TRACKING FORM

Copy 1-GENERATOR COPY - Mailed by Destination Facility to Generator
Copy 2-DESTINATION FACILITY COPY - Retained by Destination Facility
Copy 3-TRANSPORTER COPY - Retained by Transporter
Copy 4-GENERATOR COPY - Retained by Generator

As required under 40 CFR Part 159

1. This multi-copy (4 page) shipping document must accompany each shipment of regulated medical waste generated in a Covered State.
2. Items numbered 1-14 must be completed before the generator can sign the certification. Items 17-19, 21 & 22 are optional unless required by the State. Item 22 must be completed by the destination facility.

For assistance in completing this form, contact your nearest State office or Regional EPA office or call (800) 421-9346.

16. Transporter 1 (Certification of receipt of Medical Waste as described in terms 11, 12 & 13)

Louis Troiano 4/5/24
Printed/Typed Name Signature Date

17. Transporter 2 or Intermediate Handler

(name and address)

- ☐ Daniels Sharpsmart, Inc. Corporate Cir. East Syracuse, NY 13057
☐ Daniels Sharpsmart, Inc. 211 Hayes Drive Brooklyn Heights, OH 44131
☐ Environmental Maintenance Services Inc. 28 Corporate Cir. East Syracuse, NY 13057

20. Transporter 2 or Intermediate Handler (Certification of Receipt of Medical Waste as described in terms 11, 12 & 13)

Printed/Typed Name Signature Date

21. New Tracking Form Number (for consolidated or remanifested waste)

22. Destination Facility (Certification of receipt of Medical Waste as described in terms 11, 12 & 13)

☐ Received in accordance with terms 11, 12 & 13

Genora Capra 4/6/24
Printed/Typed Name Signature Date

If other than destination facility, indicate address, phone, and person at facility (if not in box 13)

22. Discrepancy Box (Any discrepancies should be noted by item number and initials)

GENERATOR

1. Generator's Name and Mailing Address

Rodeo Cannabis Co.
29 Industrial Park Rd N
Sterling, CT 06377

2. Tracking Form Number

MW-24-307075

4. State Permit or ID No.

3. Telephone Number 203-627-0700

5. Transporter's Name and Mailing Address

Environmental Maintenance Services, Inc.
10 Grammer Avenue
Prospect, CT 06712

6. Telephone Number

(203) 758-5550

7. State Transporter Permit or ID No.

CT-BMW-021

8. Destination Facility Name and Address

☐ Curtis Bay Energy
3200 Hawkins Point Rd
Baltimore, MD 21226
(410) 754-1118
State Permit or ID No.
2005-WM1 0036

☐ Daniels Sharpsmart, INC.
925 Conroy Place
Easton, PA 18040
(484) 546-2130
State Permit or ID No.
400693

☐ Daniels Sharpsmart, INC.
5770 N. Dix Rd
Westland, MI 48185
State Permit or ID No.
45365

☐ Approved Storage & Waste Hauling, Inc.
750 South Ave.
Bridgeport, CT 06604
State Permit or ID No.
3-5508-00309/00001

11. US EPA Waste Description

a. Regulated Medical Waste (Untreated)

b. Regulated Medical Waste (Treated)

c. State Regulated Medical Waste

12. Total No. Containers

70

13. Total Weight or Volume

2,800 lbs

14. Special Handling Instructions and Additional Information

Incineration Only

24 Hour Emergency Telephone Number (800) 378-8824

15. Generator's Certification:

Under penalty of criminal and civil prosecution for the making or submission of false statements, representations or omissions, I declare on behalf of the generator, Rodeo Cannabis Co., that the contents of this consignment are fully and accurately described above and are classified, packaged, marked, and labeled in accordance with all applicable State and Federal laws and regulations, and that I have been authorized in writing to make such declarations by the person in charge of the generator's operation.

R. B. Pagan
Printed/Typed Name

R. B. Pagan
Signature

4/1/24
Date

INSTRUCTIONS

TRANSPORTER

DESTINATION



10 Gramar Avenue Prospect, CT 06712
Phone: 1-800-378-8824 Fax: 855-885-5680
East Syracuse, NY Phillipsburg, NJ Brooklyn Heights, OH
www.bioservusa.com



7-29-24

Brian Faye
Rodeo Cannabis Company
29 Industrial Park Road North
Sterling, CT

Dear Brian C/O Rodeo Cannabis Co.,

Peryour email sent on July 17, 2024 stating Rodeo's agreement to enter into a payment agreement for 2 Outstanding invoices from BioServ, Inc.:

MW24307075 for \$21,803.82
MW24307832 for \$15,697.13

Totaling: \$37, 500.24

BioServ, Inc. is offering the following payment schedule:

Method of Payment ACH Only. We will not accept any other method of payment. Our ACH Payment information is as follows:

Ion Bank
24 Waterbury Road
Prospect, CT 06712

Bank Account Information
BioServ, Inc. 10 Gramar Ave. Prospect, CT 06712
Account 150080376
Routing 211174178

Rodeo Payment Schedule

Total Balance		\$37,500.24
1 st Payment	August 5, 2024	\$10,000
2 nd Payment	September 5, 2024	\$10,000
3 rd Payment	October 5, 2024	\$10,000
4 th Payment	November 5, 2024	\$8,601.02

Total interest applied on balance over payment period \$1,100.78

BioServ, Inc
 10 Gramar Ave
 Prospect, CT 06712 US
 +18003788824
 www.bioservusa.com

Invoice



BILL TO
Rodeo Cannabis Co. 29 Industrial Park Rd. - North Sterling, CT 06377

SHIP TO
Rodeo Cannabis Co. 29 Industrial Park Rd. - North Sterling, CT 06377

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
MW24307075	04/08/2024	\$0.00	05/08/2024	Net 30	

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	DESCRIPTION	QTY	RATE	AMOUNT
04/05/2024	BioServ provided services to destruct Cannabis products per DCP guidelines (non-recoverable, non-recognizable) and profile, prepare regulator paperwork, transport and dispose of non-hazardous pharmaceutical via incineration.		0.00	0.00
04/05/2024	Labor, Vehicle & Equipment - Per hour - Tech		0.00	0.00
04/05/2024	Labor Fee - 1st Technician	10.50	75.00	787.50T
04/05/2024	Labor Fee - 2nd Technician	10.50	75.00	787.50T
04/05/2024	Labor Fee - 3rd Technician	10.50	75.00	787.50T
04/05/2024	Transportation & Disposal of 4.3 Cu. Ft. Non-Hazardous Pharmaceutical Waste Box	70	170.00	11,900.00T
04/05/2024	Canna Away Destroyer	70	80.00	5,600.00T
	1.5% - Applied on May 8, 2024			316.86T
	1.5% - Applied on Jun 8, 2024			321.60T
	1.5% - Applied on Jul 8, 2024			326.43T

SUBTOTAL	20,827.39
TAX	1,282.00
TOTAL	22,109.39
PAYMENT	22,109.39
BALANCE DUE	\$0.00

Celebrating 25 Years of Service

THANK YOU FOR YOUR BUSINESS

Remember, BioServ provides comprehensive waste management services including disposal of hazardous and non-hazardous pharmaceuticals.

BioServ, Inc
10 Gramar Ave
Prospect, CT 06712 US
+18003788824
www.bioservusa.com

Invoice



BILL TO
Rodeo Cannabis Co. 29 Industrial Park Rd. - North Sterling, CT 06377

SHIP TO
Rodeo Cannabis Co. 29 Industrial Park Rd. - North Sterling, CT 06377

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
MW24307832	04/15/2024	\$9,142.30	05/15/2024	Net 30	

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	DESCRIPTION	QTY	RATE	AMOUNT
04/12/2024	BioServ provided services to destruct Cannabis products per DCP guidelines (non-recoverable, non-recognizable) and profile, prepare regulatory paperwork, transport and dispose of non-hazardous pharmaceutical via incineration.		0.00	0.00
04/12/2024	Labor, Vehicle & Equipment - Per hour Per Tech		0.00	0.00
04/12/2024	Labor Fee - Technician #1	8	75.00	600.00T
04/12/2024	Labor Fee - Technician #2	8	75.00	600.00T
04/12/2024	Labor Fee - Technician #3	8	75.00	600.00T
04/12/2024	Transportations & Disposal of Non-Hazardous Pharmaceutical Waste Box for Incineration	50	170.00	8,500.00T
04/12/2024	Canna Away Destroyer	50	80.00	4,000.00T
	1.5% - Applied on May 15, 2024			228.12T
	1.5% - Applied on Jun 15, 2024			231.54T
	1.5% - Applied on Jul 15, 2024			235.01T
	Per Payment Arrangement - Interest for Aug, Sept, Oct, Nov	1	1,100.78	1,100.78

SUBTOTAL	16,095.45
TAX	937.46
TOTAL	17,032.91
PAYMENT	7,890.61
BALANCE DUE	\$9,142.30

Celebrating 25 Years of Service

THANK YOU FOR YOUR BUSINESS

Remember, BioServ provides comprehensive waste management services including disposal of hazardous and non-hazardous pharmaceuticals.