Region 6 - Enforcement & Compliance Assurance Division

INSPECTION REPORT

Inspection Date(s):	February 25, 2026	
Media Program:	Resource Conservation and Recovery Act	
Regulatory Program(s)	Used Oil	
Company Name:	**Banff Petro Holdings**	
Facility Name:		
Facility Physical Location:	206 County Road 4384	
(city, state, zip code)	Decatur, Texas 76234	
Mailing address:		
(city, state, zip code)		
County/Parish:	Wise County	
Facility Phone Number	940-433-2754	
Facility Contact:	Jeff Gowen	General Manager
	Jeff.gowen@gilcooil.com	
FRS Number:	110055948499	
Identification/Permit Number:		
Media Identifier Number:	TXD988081857	
NAICS:	424720- Petroleum and Petroleum Products Merchant Wholesalers	
SIC:		
Personnel participating in inspection:		
John Penland	EPA Region 6 - ECAD	Senior RCRA Inspector
Elizabeth Pham	EPA Region 6 - ECAD	RCRA Inspector
EPA Lead Inspector Signature/Date	JOHN PENLAND	Digitally signed by JOHN PENLAND Date: 2026.03.26 14:28:13 -05'00'
	John Penland (6ECAD)	Date
Supervisor Signature/Date	DEBRA PANDAK	Digitally signed by DEBRA PANDAK Date: 2026.03.26 14:42:54 -05'00'
	Debra Pandak	Date

Section I – INTRODUCTION

PURPOSE OF THE INSPECTION

On February 25, 2026, at 9:30 a.m., we, EPA Region 6 inspectors John Penland and Elizabeth Pham, arrived at the Banff Petro Holdings (Banff) facility for an announced inspection. We began this inspection with an opening conference where we presented our credentials to the General Manager, Jeff Gowen, and explained that this inspection was conducted pursuant to Section 3007 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6927. The scope of the inspection was to evaluate the facility's past and current operations for compliance with RCRA, with a specific focus on the used oil management standards at 40 CFR part 279. The inspection included a physical examination of the facility and interviews with facility staff.

This report serves as documentation of all on-site activities and observations during the inspection of the Banff facility. Unless otherwise specified, the statements cited in this report reflect those claims made by facility personnel or documents reviewed during the inspection. A summary of all areas of concern identified during the inspection is provided in Section III.

FACILITY DESCRIPTION

Banff Petro Holdings operates the facility at 206 County Road 4384, Decatur, Texas, as a wholesale oil products distribution facility. The facility sells packaged oil products to customers in the consumer and automotive sectors. Operations include bulk storage and consumer packaging. Banff employs 14 staff and operates a single shift from 7:00 a.m. to 5:00 p.m., Monday – Friday.

The facility occupies approximately 10 acres. The operational area consists of two warehouses and 20 product storage tanks. We observed multiple out-of-service units and storage tanks onsite. A diagram of the tank storage units and a list of products are included as Appendix 2.

Banff occupies the site under a lease from Mark Gillespie, the property owner. A copy of the lease agreement and the site map are included as Appendix 3. Previous occupants of the site included Gilco Lubricants and Specialty Environmental Services (SES), companies owned and operated by Joe and Mark Gillespie. Gilco Lubricants operated as an oil products distribution facility. SES operated as a used oil transporter, transfer facility, processor, and marketer under EPA Identification Number (EPA ID): TXD988081857. A RCRAInfo Site Detail report for EPA ID: TXD988081857 is included as Appendix 4.

Prior to November 2023, H&H Oil (H&H) leased and operated the site as a used oil transfer facility, as defined at 40 CFR § 279.1. H&H was registered as a used oil transporter, but not as a used oil transfer facility, under 40 CFR part 279, subpart E (Used Oil Transporter and Transfer Facility Standards), and was assigned EPA ID: TXR000081525 on August 16, 2013. A RCRAInfo Site Detail report for EPA ID: TXR000081525 is included as Appendix 5. H&H operated three bulk storage tanks at the site—two

20,000-gallon used oil tanks and one 8,800-gallon tank for used antifreeze—and one warehouse unit for managing used oil containers. H&H ceased operations at the site in November 2023 and closed its storage tanks. H&H subsequently relocated its used oil transportation operations to their location at 4857 Knob Hill Road, Suite 102 in Azle, Texas. The EPA ID: TXR000081525 remains active and is still registered under the H&H Oil company name.

Section II - OBSERVATIONS

On February 25, 2026, we inspected the site to document current activities and the status of units previously used for used oil management under 40 CFR part 279. Photographs documenting facility conditions and inspection observations are included as Appendix 1. Our observations are summarized below.

Former H&H tanks:

The former H&H used oil storage tanks (two 20,000-gallon tanks) and the 8,800-gallon used antifreeze tank appeared out of service at the time of this inspection. The tank hatches were open and no contents or visible residues were present.

Current Banff operations:

We observed two warehouses in active use for product storage and packaging. A total of 19 above ground storage tanks were in service for bulk product storage. One additional tank is used to store diesel to fuel company trucks. We did not identify any immediate concerns for the operating units during this inspection.

Legacy materials and equipment:

We found abandoned product oils, scrap, containers of solid waste, and out-of-service equipment remaining from prior Gilco Lubricants and Specialty Environmental Services (SES) operations. Refer to photos 6 through 9, and 14 in Appendix 1. Based on visual observations and information provided by facility personnel, we did not identify materials that met the definition of hazardous waste under 40 CFR § 261.3 at the time of the inspection. However, we did not collect samples or perform analytical testing.

Section III – AREAS OF CONCERN

The inspection concluded on February 25, 2026, with a closing conference attended by the General Manager, Jeff Gowen. During the closing conference, we presented preliminary areas of concern, fielded questions from facility personnel, and provided information about next steps in the inspection process.

Abandoned Materials and Equipment

As noted in Section II, we observed abandoned product oils, scrap, containers of solid waste, and out-of-service equipment stored haphazardly around the property. According to Banff personnel, these abandoned materials are attributable to prior operations by Gilco Lubricants and Specialty Environmental Services (SES), companies owned by the property owners. As owners of the materials and the site, the property owners are responsible for ensuring that any discarded materials remaining at the site after the cessation of those businesses' operations are evaluated and managed in compliance with RCRA, including the hazardous waste determination requirements at 40 CFR § 262.11. If any discarded materials meet the definition of used oil, the used oil management standards at 40 CFR part 279 apply. Ongoing onsite storage of these legacy materials presents potential for container and equipment deterioration and releases, which may result in noncompliance if discarded materials are not properly evaluated under 40 CFR § 262.11 and managed in compliance with RCRA.

Section IV – LIST OF APPENDICES

Appendix 1 – Photo Log

Appendix 2 – Tank diagram and inventory

Appendix 3 – Lease agreement and site map

Appendix 4 – RCRAInfo Site Detail Report for EPA ID: TXD988081857

Appendix 5 – RCRAInfo Site Detail Report for EPA ID: TXR000081525

Appendix 1

Inspection Photo Log

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 1

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0205.jpeg	Photo Date:	02/25/2026		Time:	09:52:53	
Photographer:	John Penland			Witness Name:			

Description:	Exterior view of Banff Holdings facility		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 2

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0206.jpeg	Photo Date:	02/25/2026		Time:	09:30:54	
Photographer:	John Penland			Witness Name:			

Description:	Out-of-service Used Oil tanks previously used by H&H Oil. Located in Tank Area 4		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 3

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0207.jpeg	Photo Date:	02/25/2026		Time:	10:07:06	
Photographer:	John Penland			Witness Name:			

Description:	Facility overview photo taken from top of Tank Area 4. Photo shows former thermal treatment unit for Used Oil previously operated by SES.		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 4

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0208.jpeg	Photo Date:	02/25/2026		Time:	10:15:30	
Photographer:	John Penland			Witness Name:			

Description:	Top of Tank farm 4		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 5

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0209.jpeg	Photo Date:	02/25/2026		Time:	09:59:57	
Photographer:	John Penland			Witness Name:			

Description:	Facility overview photo from the top of Tank area 4. Photo depicts the west warehouse and adjacent tank areas 2 and 3.		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 6

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0210.jpeg	Photo Date:	02/25/2026		Time:	09:59:31	
Photographer:	John Penland			Witness Name:			

Description:	Used Oil processing equipment previously used by SES.		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 7

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0211.jpeg	Photo Date:	02/25/2026		Time:	10:09:49	
Photographer:	John Penland			Witness Name:			

Description:	Used Oil processing equipment previously used by SES		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 8

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0212.jpeg	Photo Date:	02/25/2026		Time:	10:09:56	
Photographer:	John Penland			Witness Name:			

Description:	Containers of materials and residues left from previous SES operations.		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 9

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0213.jpeg	Photo Date:	02/25/2026		Time:	10:05:32	
Photographer:	John Penland			Witness Name:			

Description:	Containers of chemicals and residues from previous SES operations.		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 10

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0214.jpeg	Photo Date:	02/25/2026		Time:	09:59:42	
Photographer:	John Penland			Witness Name:			

Description:	Tank area 3		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 11

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0215.jpeg	Photo Date:	02/25/2026		Time:	10:09:18	
Photographer:	John Penland			Witness Name:			

Description:	Tank area 3		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 12

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0216.jpeg	Photo Date:	02/25/2026		Time:	10:08:30	
Photographer:	John Penland			Witness Name:			

Description:	Tank area 3		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 13

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0217.jpeg	Photo Date:	02/25/2026		Time:	10:08:37	
Photographer:	John Penland			Witness Name:			

Description:	Tank area 1		
Latitude:	N/A	Longitude:	N/A

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 14

Facility/Location:	Banff Petro Holdings Decatur Facility						
City:	Decatur	County:	Wise County	State:	TX	Direction:	
Filename:	IMG_0218.jpeg	Photo Date:	02/25/2026		Time:	10:30:31	
Photographer:	John Penland			Witness Name:			

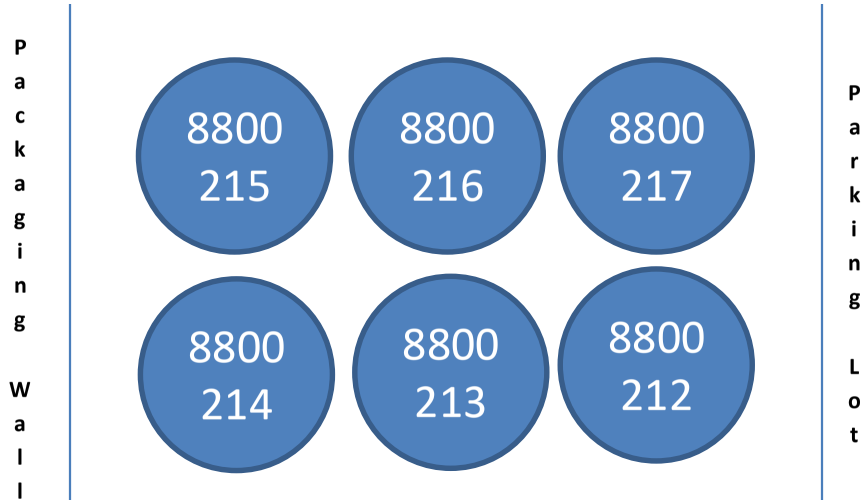
Description:	Containers and chemical residues remaining from previous SES operations.		
Latitude:	N/A	Longitude:	N/A

Appendix 2

Tank diagram and inventory

Gilco Lubricants Tank Farms

1 - Dock Door Tank Farm
Total Capacity – 35,200 gallons



212 - Dex

213 - 15W40

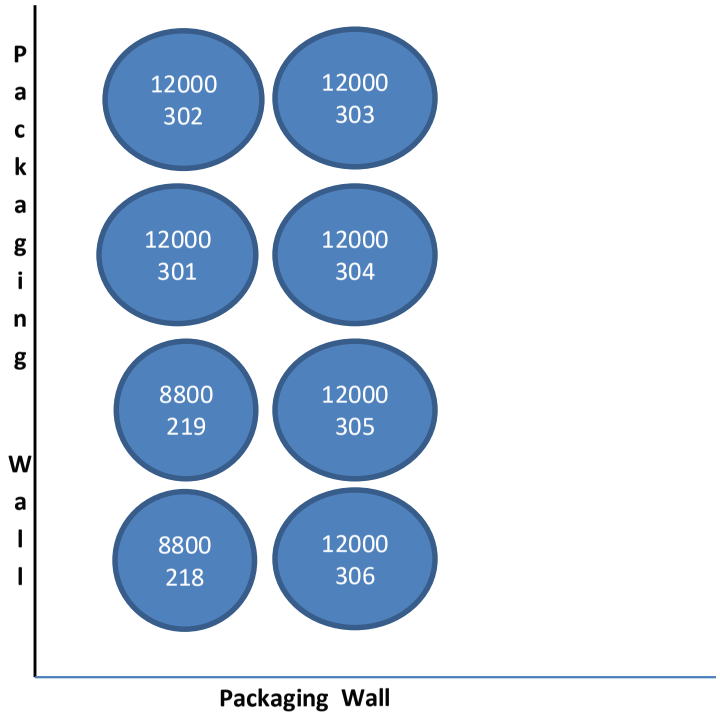
214 - Not Usable for Storage

215 - AW-46

216 - AW-32

217 - AW-64

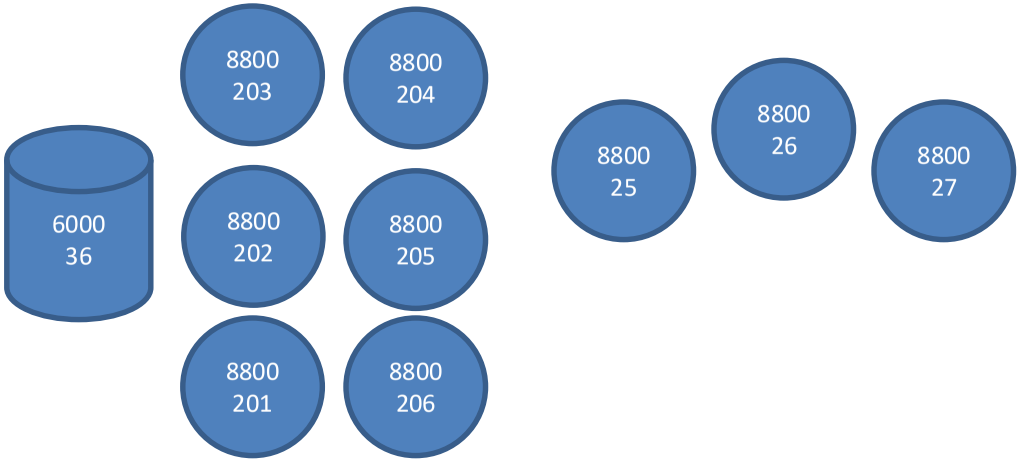
2 – Packaging Tank Farm
Total Capacity – 89,600 gallon



218 – 0W20 Dexos
219 - 10W40
301 - Type A
302 - NAP 750
303 - NAP 1200
304 - NAP 750
305 - 10W30
306 - NAP 200

3 – Rear Tank Farm

Total Capacity – 85,200 gallons



036 - ???

201 - Dex

202 - 5W20

203 - 15W40

204 - 10W30

205 - 5W30

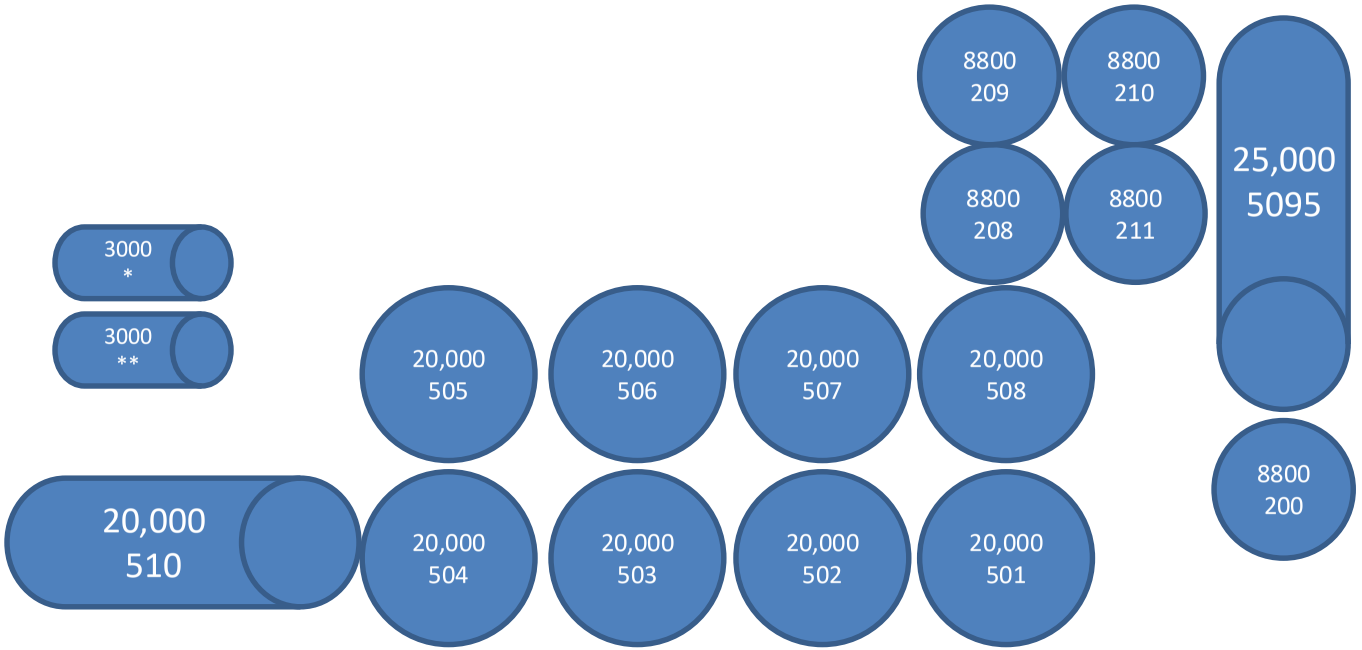
206 - 303 Tractor Hydraulic

25 - Available

26 - Available

27 - Available

4 – Front Tank Farm
Total Capacity – 249,000 gallons



* - Fuel tank Empty
** - Fuel tank Empty
510 - Diesel Fuel
501 - Available
502 - Available
503 - Available
504 - Available
505 - Available
506 - Available
507 - H&H
508 - H&H
208 - Available
209 - Available
210 - Available
211 - Available
5095 - Available
200 - H&H

Appendix 3

Lease agreement and site map

Execution Copy

LEASE AGREEMENT

THIS LEASE AGREEMENT dated as of the 1st day of March, 2020, by and between Mark Gillespie (the "Lessor") and Prague Realty Partners LLC, a Texas limited liability company (the "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of that parcel of land and improvements located in Wise County, Texas containing approximately 10.02 acres and being more particularly described on Exhibit "A" attached hereto and made a part hereof (collectively, including the warehouse/manufacturing building ("Building") and other improvements "Property");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of January 31, 2020 ("Asset Purchase Agreement"), Gilco Enterprises, a Texas general partnership and Gilco Lubricants, Inc., a Texas corporation agreed to sell and Banff Petro Holdings, LLC (or affiliate thereof), an affiliate of Lessor agreed to purchase certain assets and liabilities in connection with the oil lubrication manufacturing and distribution business operated on Property ("Business Assets"); and

WHEREAS, Lessor desires to lease the Property to Lessee, subject to the conditions and the other agreements hereinafter set forth; provided that the sale and purchase of any and all Business Assets shall be handled solely in connection with the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the Property and the respective undertakings of the parties hereinafter set forth, the receipt and sufficiency of which consideration are hereby acknowledged, it is hereby agreed as follows:

1. Property. The Lessor hereby leases unto the Lessee the Property which shall be used by Lessee for, among other things, the distribution and bottling of petroleum based lubricants, motor oils, and related administrative and other purposes related thereto, including, but not limited to, truck/tractor/trailer and employee parking and any other use permitted by applicable Legal Requirements, as defined below (collectively, "Intended Use").

2. Commencement Date. Except as otherwise provided herein, the initial term of this Lease shall commence on the earlier to occur of (i) the completion and Acceptance By Lessee (as defined below) of the Air Handling Tests (as defined below) or (ii) the closing of the transaction contemplated by the Asset Purchase Agreement ("Commencement Date") and end the second anniversary thereof (the "Initial Term"); provided that, if such Commencement Date has not occurred by April 1, 2020, either party may terminate this Agreement and all parties shall be relieved of any obligations hereunder. Lessee may renew this Lease for up to five (5) extended terms of two (2) years each (each a "Renewal Term"), if at all, by giving written notice to Lessor not less than thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term (the Initial Term and any exercised Renewal Terms, collectively, the

"Term"). Each exercised Renewal Term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease. Notwithstanding the foregoing, if such proper "air handling testing" was not previously ordered prior to the Commencement Date, the parties shall jointly order KJE Engineering to perform proper "air handling testing" to ensure that the current air quality within the building is safe and otherwise complies with all Legal Requirements (the performance thereof and analysis of the results thereof and of any re-tests required or requested based on the initial tests and/or repairs, collectively, the "Air Handling Tests"). Each party shall pay 50% of the costs of such Air Handling Tests, although Lessor shall be solely responsible for the prompt performance (and payment for) any repairs (and/or re-testing) necessitated by such Air Handling Tests. For purposes hereof, the term "Acceptance by Lessee" shall mean that Lessee, in its sole judgment, approves both the results of the Air Handling Tests and/or any repairs made by Lessor in connection therewith. On such Commencement Date, Lessee shall take possession of the Property "As-Is" in its then-current condition (except as otherwise set forth elsewhere herein); provided that, notwithstanding the foregoing, Lessee shall not assume, and nothing herein shall be deemed to infer that Lessee is assuming, any responsibility for any Environmental Conditions (as defined below) existing in, on or under (or migrated to or from) the Property and/or Building as of such Commencement Date.

3. Rent. Lessee agrees to pay to Lessor the sum of $5,500 per month in advance on the first day of each month during the Initial Term and each exercised Renewal Term hereof; provided that (i) the rent for the first month and the last month shall be prorated and (ii) if Lessee exercises either the Purchase Option (as defined below) or the Right of First Refusal (as defined below), Lessee shall receive a credit against such purchase price equal to the aggregate amount of all rent previously paid prior to the date of the closing in connection therewith.

4. Insurance.

(a) During the Term, Lessor shall, at its expense, secure and maintain policies of insurance as follows: (i) commercial general liability insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000) for each occurrence, with a Two Million Dollar ($2,000,000) general aggregate limit, for claims resulting from the operations of Lessor or Lessor's employees on the Property, plus (at Lessor's option) a commercial umbrella policy with additional limits; and (ii) special form (all risks) property insurance covering the buildings of the Property and other improvements in an amount not less than 100%of the full replacement value thereof, excluding foundations and other non-destructible items . Any such insurance carried by Lessor shall be for the sole benefit of Lessor and under Lessor's sole control. No deductible or SIR with respect thereto shall be in excess of $10,000.

(b) Lessee shall secure and maintain general commercial liability insurance in the minimum amount of less than One Million Dollars ($1,000,000) for each occurrence, with a Two Million Dollar ($2,000,000) general aggregate limit insuring Lessee against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property, and (ii) insurance on its personalty; provided that, at its option, Lessee may self-insure against each such risk. Lessee shall name Lessor as an additional insured on the foregoing liability policy.

(c) Each party agrees that, in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look to its insurance for recovery. Each party hereby grants to the other, on behalf of his insurer, a waiver of any right of subrogation that any insurer may acquire against the other by virtue of payment of any loss under such insurance and shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

5. Licenses, permits. Lessee agrees to pay all license fees and privileges, occupational, sales or excise taxes of any character whatsoever, now or hereafter imposed by the federal government, state, county or city authorities, upon the operations of the Lessee on the Property; provided that Lessee shall not be required to make any changes to the Property pursuant to the ADA (as defined below), and all such responsibility for such ADA-required changes shall be borne by Lessor, at its sole cost and expense as set forth in Section 8.

6. Maintenance. Lessee shall keep the Property and Building in a reasonably neat and clean condition, reasonably free of waste and debris, similar to that existing on the Commencement Date, ordinary wear and tear, condemnation and casualty excepted. Lessee shall also perform all necessary routine maintenance and repairs to any Building mechanical systems, including, but not limited to, plumbing (other than within walls, foundations or roof), and electrical (other than within walls, foundations or roof), in each case to keep it in same working condition as on the Commencement Date, ordinary wear and tear, condemnation and casualty excepted ("Routine Repairs"); provided that (i) Lessee shall not be liable for any such Routine Repairs to the extent any of the foregoing occurs during the first 180 days, in which case the obligation shall be Lessor's and (ii) Lessee's total obligation hereunder with respect to Routine Repairs (after such initial 180 days) shall not individually or in the aggregate exceed $2,500 per calendar year (the "Cap").

Lessor shall be responsible for (i) Routine Repairs (in excess of the Cap) as well as (ii) all other maintenance, repairs and/or replacements, including, but not limited to, with respect to the roof, foundation, HVAC, exterior and structural walls, plumbing (to the extent located within the walls, foundations or roof), electrical (to the extent located within the walls, foundations or roof), any load-bearing columns, driveways and parking areas, in each case, except to the extent caused by the gross negligence or willful misconduct of Lessee, in which case Lessee shall reimburse Lessor for the reasonable actual out-of-pocket cost thereof. Lessor shall, at its expense (the cost therefor being deemed included in the basic rental), furnish to Lessee (i) direct hookups for all hot and cold water, electrical power and natural gas required by Lessee for its use within the Building and outside (including, but not limited to, water for use in washing its trucks); (ii) heating and refrigerated air conditioning systems capable of delivering such temperatures and in such amounts as would be normally required by similar Lessees of the Property; (iii) sewer or septic service and refuse disposal services supplied to the Property and/or Building or consumed on the Property; and (iv) direct phone, fax and high speed internet hook-ups/access and connection.

Lessee agrees to pay directly to the appropriate supplier for all water, light, electric power, telephone, fuel, and other incidental expenses of like nature incurred by the Lessee's operations on the Property.

All work described in this Section 7 shall be performed (i) in accordance with all applicable federal, state and local laws, rules, regulations or codes (collectively, "Legal Requirements"), (ii) in a good and

workmanlike manner and (iii) in the case of Lessor's maintenance, repair and/or replacement, promptly and in a manner which will cause the least interference with Lessee's Intended Use.

7. Indemnity. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, demands, injuries to person (including death) and property, liabilities, penalties, fines, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees), whether or not asserted by a third party (collectively, "Damages") arising from, resulting from or in connection with any negligence or willful misconduct by Lessee or from Lessee's failure to perform its obligations under this Lease, in each case, except to the extent caused or alleged to be caused by the negligence or willful misconduct of Lessor or its employees or agents.

Lessor shall defend, indemnify, and hold harmless Lessee (and its parent, subsidiary and other affiliates and their respective employees, agents, officers and directors) from and against all Damages arising from (i) any negligence or willful misconduct by Lessor or from Lessor's failure to perform its obligations under this Lease, and/or (ii) breach of any representation, warranty or covenants or other obligations hereunder, except, in each case, to the extent caused or alleged to be caused by negligence or willful misconduct of Lessee or its agents.

This section shall survive the expiration or earlier termination of this Lease and shall not be limited to any limits of liability contained in the respective insurance policies.

8. Alterations; Renovations. Lessee may, at its expense, make any and all alterations and renovations to the Property that the Lessee deems necessary so that the Intended Use can be successfully operated thereat; provided that, notwithstanding the foregoing, (i) Lessee shall not make any alterations or renovations to any structural component of the Building without the consent of the Lessor (which will not be unreasonably withheld, conditioned or delayed and, in any event shall be provided or denied by Lessor within 5 days after request from Lessee); (ii) at the expiration or earlier termination of this Lease, Lessee may, at its sole election and at its expense, remove any such alterations/renovations, (iii) if Lessee so elects to remove such alterations/renovations, it will repair any damage caused to the Property and/or Building as a result thereof and (iv) if Lessee elects not to remove such alterations/renovations, such alterations/renovations shall, at such time, become part of the Property and the property of Lessor. All such alterations/renovations shall be referred to as "Lessee Improvements".

Lessor shall be solely responsible for performance of all required rebuilding, retrofitting, or other affirmative action necessary to bring the Property into compliance with the Americans with Disabilities Act (41 U.S.C. section 12101 et seq.) (the "ADA") and shall promptly pay all costs associated therewith.

9. Real Estate Taxes. Lessor shall be solely responsible for and pay all real property taxes, assessments and charges that shall be assessed and levied upon the Property or any part thereof during the term, as they shall become due; provided that Lessee shall pay all personal property taxes on all Business Assets located thereon. Lessor shall provide prompt notice to Lessee of Lessor's timely payment of such real estate taxes.

10. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing, addressed as follows. Notice shall be deemed sent (for purposes of meeting notice deadlines) upon receipt, if hand delivered or delivered by express delivery

service, upon deposit of such notice in registered or certified mail, return receipt requested, or upon transmission by email. Notices shall be deemed received (i) upon receipt, if hand delivered or delivered by express delivery service, (ii) three (3) business days after deposit of such notice in registered or certified mail, return receipt requested, or (iii) upon transmission by email, upon actual receipt thereof.

If to Purchaser, to:

c/o Prague Realty Partners LLC
Attn: Rodney Joe
P.O. Box 6077
Frisco, Texas 75035
Email: rodney.Joe@gmail.com

With an email copy to:

Spencer Fane LLP
5755 Beacon Hill Drive
Frisco, TX 75034
Attn: Edward J. Herman
Email: Ed.Herman1996a@gmail.com; or Eherman@SpencerFane.com
Phone: (214) 597-7608

If to Lessor, to:

114 CR 4384
Decatur, TX 76234
Attn: Mr. Mark Gillespie
Email: gilco@rocketmail.com
Phone: 817.925.1126

The addresses and addressees for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

11. Quiet Enjoyment. So long as Lessee performs and observes all the provisions of this Lease (after all applicable cure periods), Lessor covenants and promises that Lessee shall have peaceful enjoyment of the Property.

12. Default; Remedies.

(a) Each of the following occurrences shall constitute an "Event of Default" (by the respective party):

(i) Lessee's failure to pay any Rent when due and the continuation of such failure for ten (10) days after such Rent is due;

(ii) Lessee's or Lessor's (as the case may be) failure to perform, comply with, or observe any respective agreement or obligation of Lessee or Lessor, as the case may be, under this Lease (other than, in the case of Lessee, the payment of Rent), and the continuation of such

failure after the expiration of the thirtieth (30th) day following the receipt by the defaulting party of written notice from the non-defaulting party of such failure; provided that such date shall be extended (up to a total of 30 additional days) to the extent such failure is, by its nature not curable within such initial 30 days, if such party promptly commences such cure and is diligently prosecuting such cure;

(iii) The making by either party of an assignment for the benefit of creditors; or

(iv) The filing of a petition for the adjudication of either party as a bankrupt under the bankruptcy act, as now or hereafter amended or supplemented, or for reorganization within the meaning of Chapter XI of the Bankruptcy Act, or the commencement of any action or proceeding for the dissolution or liquidation of either party, or for the appointment of a receiver or trustee of the property of either party; and

(b) Upon any Event of Default, Lessee or Lessor, as the respective non-defaulting party, shall have all rights and remedies afforded at law or in equity, including, but not limited to, termination of this Lease.

In addition, if:

(i) Lessee fails to cure an Event of Default described under Section 12(b)(ii) above within the period therein described, Lessor may, in addition to all other rights and remedies under this Lease, cure such default and demand reimbursement by Lessee for the cost of curing such default, with interest thereon from the date such default is cured until payment is received in full by Lessor. Lessee shall reimburse Lessor such costs with the next due monthly rental payment. Any amount becoming due to Lessor under this Section shall constitute rent under this Lease. The cure by Lessor of any default by Lessee shall in no way be deemed a waiver or release of Lessee from any obligation under this Lease; and

(ii) Lessor is in breach of its obligation to perform any requirement set forth herein, and such breach is not cured or remedied within any applicable cure period specified herein [including the failure to timely pay any amount to be paid hereunder including, but not limited to payments owed to third parties (collectively, the "Payments") and such amounts are not paid (or properly and in good faith disputed) within the ten (10) day period following such owing party's receipt of written notice thereof from either Lessee hereto or such third party to whom Payment is owed], then, in addition to any rights and remedies hereunder (including any termination rights set forth above), Lessee hereto may commence such performance of such requirement, as the Lessor's agent (including the right to make such Payment on such party's behalf) and demand reimbursement from Lessor (or otherwise offset/recoup such payments against any payments which may be owed hereunder by Lessee to Lessor, including, but not limited to, any Rent which may be owed hereunder) and (ii) any such payment and request for reimbursement and/or offset/recoupment shall not be deemed a breach by Lessee of this Lease (whether or not such offset/recoupment is ultimately determined to have been justified) and shall not constitute an election of remedies.

All remedies set forth in this Lease shall be cumulative and non-exclusive. No mention in this Lease of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

13. Termination. This Lease shall terminate upon the expiration of the Initial Term and the last Renewal Term so exercised, as specified in Section 2 hereof, or upon termination of this Lease as may be permitted elsewhere herein. Notwithstanding anything in this Agreement to the contrary, in addition to the foregoing, Lessee shall have an option to terminate this Lease, without cause and without penalty, by giving Lessor notice not later than 90 days prior to the effective date of such termination which termination date may be any date on or after the first anniversary of the Commencement Date.

14. Fire and Casualty.

(a) Notice of Damage. If the Building or the Property is damaged or destroyed by fire, tornado or other casualty (collectively, "Casualty"), Lessee shall give prompt written notice of same to Lessor.

(b) Election upon Damage. If, at any time during the Initial Term or any exercised Renewal Term, the Property or any portion of the Building is damaged or destroyed by Casualty and such Casualty results in Material Damage (as defined below), then Lessor may elect to either terminate this Lease or to repair and reconstruct the Property and the Building to substantially the same condition in which they existed immediately prior to such damage or destruction, except that Lessor shall not be required to rebuild, repair or replace any part of the partitions, fixtures and other improvements which may have been installed by Lessee or other Lessees within the Building. If any such Casualty does not result in Material Damage, Lessor shall proceed to promptly repair and restore the Property as provided in Section 14(c) below. As used herein, the term "***Material Damage***" shall mean damage or destruction to the Building and/or any other portion of the Property that would reasonably be expected (based on an estimate from a qualified third party inspector or builder) to (i) cost more than $400,000 to repair and restore, or (ii) require more than one hundred eighty (180) days to repair and restore.

(c) Restoration. In the event Lessor elects (as set forth above) or is required to repair and restore the Property, Lessor shall be obligated to provide written notice (the "***Restoration Notice***") to Lessee (i) in the event of Material Damage, within sixty (60) days of such event of Casualty stating a good faith estimate, certified by an independent architect, of the period of time (the "***Stated Restoration Period***") which shall be required for the repair and restoration of the Property and/or the Building, and (ii) in the event of non-Material Damage, within thirty (30) days of such event of Casualty providing the Stated Restoration Period. Lessee shall have the right, at its election, to terminate this Lease if either (i) the Stated Restoration Period shall be in excess of one hundred eighty (180) days for Material Damage or thirty (30) days for non-Material Damage, in each case, following the event of Casualty and Lessee terminates this Lease by delivering written notice of termination to Lessor within ten (10) days following delivery of the Restoration Notice, or (ii) once repairs have commenced, Lessor fails or is likely to fail to substantially complete the repair and restoration of the Property or the Building within the Stated Restoration Period and Lessee delivers written notice of such termination to Lessor.

(d) Abatement of Rent. In the event of damage or destruction to the Property by fire or other Casualty, commencing immediately after the date of such Casualty, Rent shall abate proportionately for so long as the Property thereafter remains materially unfit for use by Lessee in the ordinary conduct of Lessee's business. If Lessor has elected or is required to repair and restore the Property, and Lessee has not elected to terminate in accordance with its rights in Section 14(c) or Section 14(e), this Lease shall continue in full force and effect, and, at Lessee's option, the Initial Term or exercised Renewal Term, as applicable, shall be extended by a period of time equal to the period of such repair and reconstruction.

(e) Lessee's Right to Terminate. Notwithstanding anything in this Section 14 to the contrary, if any Casualty causes any damage to the Building or the Property would, in Lessee's reasonable judgment, significantly impact the economic viability of its operations on the Property, Lessee shall have the right to terminate this Lease, without penalty, within 30 days after the date of such Casualty.

(f) Termination. If this Lease is terminated as permitted in this Section 14, both parties shall be relieved of all obligations herein imposed (other than those which expressly survive such expiration or earlier termination hereof), and all Rent and other charges paid or payable by Lessee hereunder shall be prorated as of the date of such Casualty.

15. CONDEMNATION.

(a) Condemnation. If all or a material portion of the Building or the Property is taken permanently for any public or quasi-public use under any applicable Legal Requirements or by right of eminent domain or by private purchase in lieu thereof (a "***Material Taking***"), then this Lease shall terminate as of the Date of Taking (defined below) and all Rent and other charges paid or payable by Lessee hereunder shall be prorated as of the Date of Taking. For purposes of this Lease, the "***Date of Taking***" means the date of which the first of the following described events occurs: (i) delivery of a conveyance document to the authority exercising eminent domain, (ii) deposit of the condemnation award of the special commissioners in a condemnation proceeding, giving the right of possession to the condemning authority (except to the extent such condemning authority has permitted Lessor to retain physical possession of the Property for some specified period thereafter), or (iii) entry of a judgment in the condemnation proceeding conveying title to the condemning authority. Lessee shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any cost or loss which Lessee might incur in removing Lessee's merchandise, furniture, fixtures, leasehold improvements or equipment.

(b) Partial Condemnation. If less than half of the floor space of the Building is taken permanently for any public or quasi-public use under any applicable Legal Requirement or by right of eminent domain or by purchase in lieu thereof, this Lease shall not terminate but Rent payable hereunder during the unexpired portion of this Lease shall be reduced on the basis of the number of square feet of floor area taken as that bears to the total number of square feet of floor area in the Building before such taking; provided that, notwithstanding the foregoing, if any such portion of the Building is so taken, and such taking will, in Lessee's reasonable judgment, significantly impact the economic viability of Lessee's operations on the Property, Lessee shall, within 30 days after the Date of Taking, have the right to terminate this Lease, without penalty, effective as of the Date of Taking and both parties shall be relieved of all obligations herein imposed (other than those which expressly survive such expiration or earlier termination hereof), and all Rent and other charges paid or payable by Lessee hereunder shall be prorated

as of the Date of Taking. In the event of such a taking, Lessee shall have the right to recover any Damages suffered or sustained by Lessee as a result of taking only the personal property which belongs to Lessee.

(c) Condemnation of Entrances and Truck Parking Areas. Notwithstanding the foregoing, if any material portion of the Property (other than the Building) is taken permanently for any public or quasi-public use under any applicable Legal Requirement or by right of eminent domain or by purchase in lieu thereof, such that physical entrance to/from the Building or the truck parking area has been, in Lessee's reasonable judgment, impaired or rendered unusable for truck deliveries/pickup/parking, which in turn, in Lessee's reasonable judgment, significantly impacts the economic viability of Lessee's operations and/or use of the Building, such taking, at Lessee's election, shall constitute a "Material Taking" for purposes of applying Article 15.

16. Assignment. Lessee may, without the consent of Lessor, assign or sublease all or part of the Property to any parent, subsidiary or other affiliate of Lessee. Any assignment or sublease to any other third party shall require the consent of Lessor, which will not be unreasonably withheld. Any sale or other transfer of the Property by Lessor shall be subject to the terms of this Lease (including, but not limited to, Sections 19 and 27). Further, no such sale or other transfer (whether or not consent has been given) shall release Lessor from any obligations hereunder, including, but not limited to, in connection with any Environmental Conditions. Lessee's Purchase Option and, subject to Section 27, the Right of First Refusal, shall survive the sale or any other transfer.

17. Time of Essence. Time is of the essence of this Lease and each and every provision hereof.

18. No Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

19. Current Title; Purchase Option.

(a) Lessor represents and warrants that, as of the Commencement Date, Lessor has good and marketable fee title to the Property, free and clear of any liens or encumbrances (including, but not limited to, Monetary Encumbrances, as defined below) and (ii) there are no other leases or other possessory or other rights in third parties or other matters of record, that could prohibit or otherwise interfere with Lessee's full possession of the Property or Intended Use, in each case, except those permitted exceptions shown on Exhibit "B" attached hereto and incorporated herein by reference ("Existing Permitted Exceptions") and the H&H License (as defined below).

Notwithstanding anything in this Lease to the contrary, Lessor shall not encumber the Property by any, mortgages, liens, judgments and other encumbrances securing monetary obligations (collectively, "Monetary Encumbrances") the aggregate amount of which would exceed $125,000.

(b) In further consideration of $10 and the additional promises and covenants contained herein, Lessor does hereby grant to Lessee the option to purchase (the "Purchase Option") all of the Property.

This option to purchase may be exercised at any time during the Initial Term or any exercised Renewal Term. The purchase price of the Property shall be the lower of (i) the fair market value at the time such Purchase Option has been exercised and (ii) $550,000 (collectively, the "Option Purchase Price"). A Memorandum of Lease, in a form satisfactory to Lessee and Lessor, shall be executed by the parties and recorded in the records of Wise County, Texas at the time this Lease is executed. Upon Lessee's exercising the Purchase Option by notifying Lessor (the "Notification"), Lessor shall comply with the provisions of Section 24 in connection with the environmental and other due diligence. This Purchase Option shall survive any sale by Lessor of the Property.

In the event that this Purchase Option is exercised as provided herein, this agreement shall become a binding contract of purchase and sale, and the sale shall be closed in accordance with the following:

A. CLOSING: Closing of this transaction ("Closing") shall take place at Republic Title of Texas, Inc., 2626 Howell Street, 10th Floor, Dallas, Texas, 75204, prior to the date ninety (90) days after the respective Notification is delivered, unless extended by the parties (as may be extended, the "Closing Date"). If the Closing in connection with the Purchase Option does not occur, (i) for any reason (except in the case of an Environmental Extension), within sixty (60) days after the scheduled Closing Date or (ii) in the case of an Environmental Extension, at any point that Lessee desires to terminate such extension, this Lease shall continue in effect as if the Purchase Option had not been exercised and subject to all the remaining provisions of this Lease; provided that if such Closing does not close for any reason, Lessee shall have thirty (30) days after the scheduled Closing Date, to exercise Lessee's Renewal Terms, in each case as if the Purchase Option had never been originally exercised.

B. DOCUMENTS AT CLOSING: At Closing, Lessor shall execute and deliver to Lessee the following:

i. Special Warranty Deed (in form and substance as set forth in Exhibit B) conveying good and marketable title to the Property, free and clear of all liens and encumbrances whatsoever (including, but not limited to, Monetary Encumbrances (as defined below) or otherwise), except for taxes for the current and future years and the Existing Permitted Exceptions and such other easements, rights of way and similar matters of record as Lessee may, in its sole discretion, not object to, with a legal description conforming to an ALTA/ASCM boundary line or as-built survey to be obtained by Lessor but approved by Lessee. The cost of the survey shall be paid one-half by Lessor and one-half by Lessee (the "Survey").

ii. UCC termination of liens and evidence that all Monetary Encumbrances securing monetary obligations have been satisfied and satisfactorily released of record (in the state and county records, as the case may be), in each case as of the Closing Date.

iii. Such other documents as may be reasonably necessary in connection with a closing of this nature or otherwise reasonably requested by Lessee.

C. TITLE INSURANCE: Within fifteen (15) days after the respective Notification, Lessor shall order a title commitment from Republic Title of Texas, Inc or other title insurance company reasonably acceptable to Lessee for an owner's policy of title insurance with respect to the Property showing the current condition of title to the Property ("Commitment"), together with copies of all documents of record, whereby the issuer is bound to issue to Lessee for the full amount of the agreed upon purchase Price, a Texas T-1 Owners Policy, or a comparable form with extended coverage, insuring the Property subject only to the Existing Permitted Exceptions and those others matters approved by Lessee ("Title Policy"). If, in Lessee's opinion, the Commitment and Survey show good and marketable fee title in fee simple in Lessor such that the issuer will insure as provided herein, the transaction shall be Closed within ninety (90) days from the date of Notification; provided that, if Lessee notifies Lessor of Lessee's title and Survey objections other than the Existing Permitted Exceptions, Lessor shall have ten (10) days of receipt of notice to remove or otherwise cure or, after such period, Lessee, as its option, may either (i) cure such objection (and reduce the agreed upon Purchase Price dollar for dollar), (ii) waive such objections and proceed to Closing or (iii) cancel its exercise of the respective Purchase Option ("Option Termination"). Notwithstanding anything in this Agreement to the contrary, if either the Commitment and/or Survey is revised/updated after Lessee's review as set forth above, but prior to the Closing Date, (i) Lessee shall have such additional time as it may reasonably require to review and provide objections and the same shall be handled as set forth above and (ii) the Closing Date may, at the election of Lessee, be postponed consistent with the foregoing. At Closing, the Lessor shall direct the Title Company to issue to Lessee the Title Policy.

D. PRORATIONS; EXPENSES: Real and Personal Property taxes and assessments shall be pro rated between the parties for the year of Closing, as of the Closing Date. Lessor shall be responsible for the payment of the following: (a) fifty percent (50%) of all escrow fees; (b) all transfer taxes and fees and/or documentary stamps and all recording fees in connection with recording the deed; (d) all general and customary title insurance premiums and charges for the issuance of the Title Policy (exclusive of any endorsements thereto necessary to provide "extended coverage" thereunder which shall be paid for by Lessee), (e) the costs of such Tests (as defined below), Remedial Measures (as defined below) and Restoration (as defined below), (f) the base cost of the Title Policy and (g) 50% of all costs of the Survey. Lessee shall be responsible for the following: (a) all costs associated with its pre-closing investigations (other than with respect to the Tests); (b) all recording fees associated with releases of unpermitted title exceptions; (c) 50% of all costs of the Survey, (d) all premiums and charges in connection with any endorsements to the Commitment and Title Policy necessary to provide "extended coverage" thereunder and (e) 50% of all escrow fees. Lessor and Lessee shall each pay the fees and expenses of their respective legal counsel.

20. Applicable Law and Venue. All monetary obligations of Lessor and Lessee (including, without limitation, any monetary obligation of Lessor or Lessee for damages for any breach of the respective covenants, duties or obligations of Lessor or Lessee under this Lease) are performable in Wise County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Lease. The parties expressly agree that venue for any action under this Lease shall be

in Denton County, Texas. THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO HAVE A TRIAL BY JURY IN CONNECTION WITH ANY ACTION, LEGAL PROCEEDING OR HEARING WITH RESPECT TO THIS LEASE, AND SUCH WAIVER SHALL BE EFFECTIVE WITH RESPECT TO THE PARTIES HERETO AND ANY PARTY THAT MAY CLAIM BY, THROUGH OR UNDER SUCH PARTIES. .

21. Inspections. Lessor may enter the Property at reasonable times to inspect, investigate, and perform repairs, maintenance and replacements; provided that except for emergencies, (i) Lessor shall provide reasonable prior written notice to Lessee and (ii) Lessor shall conduct such inspections, investigations, and repairs/maintenance/replacements during normal business hours and in a manner reasonably designed to minimize interference with Lessee's operations thereon. In addition, unless the Purchase Option has been exercised, Lessor may (i) place on the Property, "For Sale" signs or, not earlier than 30 days prior to the end of the Term, "Property For Rent" signs and (ii) enter the Property to exhibit same to prospective purchasers (or, not earlier than 30 days prior to the end of the Term, lessees).

22. Brokerage. Lessor and Lessee each represent and warrant to the other that it has dealt with no broker with respect to this transaction. Except for the foregoing, Lessee and Lessor covenant to pay, hold harmless and indemnify each other from and against any and all cost (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any broker or other agent with respect to this transaction.

23. No Consequential Damages. Notwithstanding any other provision in this Lease, in no event (including, without limitation, any termination of this Lease) shall either party hereto be liable to the other party, or to any other person or entity, for any incidental, indirect, special, punitive or consequential Damages of any nature whatsoever arising out of or relating to this Lease or either party's performance under this Lease.

24. Environmental.

(a) Upon receipt of the Notification, Lessor shall, at its expense, coordinate and conduct such environmental studies (including, but not limited to, Phase I, Phase II and Asbestos/Lead Based Paint surveys, as may be reasonably required by Lessee (whether or not based on the Phase 1 and Phase 2 testing which was performed on or about the date hereof)), using nationally recognized environmental consulting firm(s) reasonably acceptable to Lessee, including, but not limited to, in connection with those areas previously tested (collectively, the "Tests").

To the extent such Tests reveal environmental impact ("Environmental Conditions"), Lessor shall, at its sole expense (except to the extent Lessor can conclusively prove such Environmental Conditions was caused by Lessee, in which event Section 24(c) shall apply solely as to such Lessee-caused component of the Environmental Conditions ("Lessee Conditions")): (i) perform all necessary or recommended environmental assessments to determine the presence, existence and/or Discharge (as defined below) of any Hazardous Substances (as defined below) on, in or under the Property and/or the extent to which any Hazardous Substances may have migrated beyond the boundaries of the Property (including into the air or water), (ii) notify the appropriate governmental agencies, (iii) perform any monitoring, removal or remedial action required or directed in connection therewith by the applicable governmental authorities in accordance with applicable Legal Requirements until a "no further action"

letter or similar "closure" documentation is received from the applicable governmental agency as well as any additional requirements of Lessee (as tenant, or if purchased by Lessee pursuant to the Purchase Option or Right of First Refusal, as purchaser) in connection therewith (collectively, "Remedial Measures"), and (iv) in connection with the performance of the Remedial Measures, properly and in a good workmanlike manner, repair and/or restore any damage to the Property and restore, repair and/or replace any improvements thereon which may have been inadvertently damaged to the same or better condition (and, if applicable, same grade level) existing before the commencement of any Remedial Measures including, but not limited to, any necessary repairs to paving and landscaping (collectively, the "Restoration"), all in accordance with applicable Legal Requirements as well as any additional requirements of Lessee (as tenant, or if purchased by Lessee pursuant to the Purchase Option or Right of First Refusal, as purchaser) in connection therewith. All such Remedial Measures and Restoration shall be completed prior to Closing, unless otherwise agreed to by Lessee; provided that Lessee may, at its election, extend the Closing until the Remedial Measures and Restoration have been completed ("Environmental Extension").

In addition, within ten (10) days after completion of any activity above (or such lesser time, if otherwise mandated by applicable Legal Requirements), Lessor shall arrange for transfer and proper disposal (to the proper landfill) of any and all such soil, clippings, wastes, and/or discharged or extracted fluids or products ("Waste Products") generated or resulting therefrom. The parties agree that any Waste Products so generated shall by the property of Lessor. Lessor agrees to remove all such Waste Products at Lessor's expense. While such Waste Products are on the Property, they shall be properly stored in compliance with all Legal Requirements. Proper disposal of such Waste Products includes, but is not limited to, arrangements for the packaging, labeling, transport and final disposal of the Waste Products in compliance with the Legal Requirements. Lessor shall prepare and sign such manifests necessary under applicable Legal Requirements for the proper disposal thereof and such manifests shall list Lessor as the generator of such Waste Products.

(b) Lessee and Lessor (1) acknowledge that Lessor may become legally liable for the costs of complying with Environmental Laws relating to Hazardous Substances that is neither the responsibility of Lessor, nor the responsibility of Lessee, including the following: (i) Hazardous Substances present in the soil or ground water on the Property prior to or during the Lessor's ownership of the Property (solely except with respect to Lessee Conditions); (ii) a change in the Legal Requirements that relate to Hazardous Substances and makes Hazardous Substances present on the Property as of the date on which Lessor became the owner of the Property, regardless of whether known to Lessor, a violation of such new Environmental Laws; (iii) Hazardous Substances that migrates, flows, percolates, diffuses, or in any way moves on, to, or under the Property before or after the date on which Lessor became the owner of the Property; and/or (iv) Hazardous Substances present or under the Property as a result of any discharge, dumping, or spilling (whether accidental or otherwise) on the Property by other lessees of the Property, or by their agents, employees, contractors, or invitees, or by others and (2) expressly agree that, in addition to all obligations of Lessor set forth elsewhere in this Agreement, the cost of complying with Legal Requirements relating to Hazardous Substances on the Property for which Lessor is legally (or as otherwise set forth elsewhere herein) liable will be the sole responsibility of Lessor, and all Remedial Measures and Restoration with respect thereto will be performed by, and/or paid for by, Lessor.

(c) Indemnity. Lessor agrees to indemnify, defend and hold Lessee harmless from all Damages of any kind or nature arising from, in connection with or as a result of (i) Lessor's failure to

comply with this Section 24 (including, but not limited to, the proper and timely performance of all Remedial Measures and Restoration) and/or (ii) the presence of any Hazardous Substances (solely except with respect to Lessee Conditions). Such indemnification and the other responsibilities shall survive the termination or expiration of this Lease. For purposes of this section, the term "Damages" shall include any and all Damages related to all Remedial Measures and Restoration required to be performed hereunder.

Lessee will not manufacture, store or use any Hazardous Substances on the Property except in compliance with all Legal Requirements. If any such Hazardous Substance has been manufactured, stored, discharged, released, leaked or otherwise used (collectively, "Discharged") on the Property by Lessee during the Term in violation of any Legal Requirement, Lessee will pay all costs of Remedial Measures related to such Hazardous Substances, solely to the extent required by, and in accordance with, the directives or requests of the applicable governmental authorities, except to the extent such Hazardous Substances (or other commingled Hazardous Substances) (i) existed on the date hereof, (ii) were caused by Lessor or its employees, agents or contractors, or (iii) migrated from other property (whether or not owned or leased by Lessor).

The term "Hazardous Substances" means any product, substance, or waste whose Discharge, either by itself or in combination with other materials expected to be on the Property, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Property, (ii) regulated or monitored by any governmental authority or contravenes any Legal Requirements or (iii) which are regulated by, form the basis of liability or are defined as hazardous, extremely hazardous, toxic or words of similar import, under any Legal Requirement and shall include, but not be limited to, VOCs, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof or additives thereto, arsenic, lead, all explosive or regulated radioactive materials or substances, hazardous or toxic materials, wastes or chemicals, asbestos or asbestos containing materials, fertilizers, herbicides, pesticides, fungicides and other artificial substances.

This section 24 shall survive the Closing.

25. Holding Over. In the event the Lessee shall remain in the Property after the expiration of the Term of this Lease without a new lease and/or extension in effect, such holding over shall not constitute a renewal or extension of this lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of the term and may elect at its option, to consider it as a month-to month tenancy, subject to all terms and conditions of this lease except as to duration. The rent shall be 125% of the final monthly rent.

26. Attorneys Fees. In the event it becomes necessary for either party hereto to file a suit to enforce this Lease or any provisions contained herein (including, without limitation, the indemnity provisions), the party prevailing in such action shall be entitled to recover, in addition to all other remedies, reasonable attorneys' fees and court costs incurred by such prevailing party in such suit.

27. Right of First Refusal. Lessor expressly agrees that Lessor shall not market the Property for sale until at least 18 months after the date hereof, and, under no circumstances (i) agree to sell less than the entire Property or (ii) close on the sale thereof (other than to Lessee) prior to the end of the Initial Term; provided that, if Lessor thereafter receives an offer to purchase the entire Property which is

acceptable to Lessor, in its sole discretion (the "Acceptable Terms"), Lessor shall promptly give written notice ("First Refusal Notice") to Lessee pursuant to this Section, indicating that Lessor intends to sell the Property and attaching the Acceptable Terms. Lessee shall have ten (10) business days commencing 11:59 p.m. (CST) on the date such Notice is deemed received by Lessee in which to "Exercise" (as hereinafter defined) its purchase the Property at the same price and other Acceptable Terms (subject to the remainder of this section) (the "Right of First Refusal"). If Lessee shall fail to Exercise its Right of First Refusal by affirmative act, omission to act or otherwise, then Lessee shall have no further Right of First Refusal and this Section shall no longer be in effect (solely with respect to such sale to such third party offeror, but shall remain in effect as to every subsequent purchaser of the Property throughout the Term). If Lessee wishes to exercise the Right of First Refusal ("Exercise"), it shall give Notice to Lessor within such ten (10) business day period and, upon the giving of such Notice, Lessor shall be obligated to sell the entire Property in accordance with the Acceptable Terms, except that the provisions of section 19A-D shall supercede any conflicting provisions in the Acceptable Terms. The first draft of the purchase agreement therefor will be prepared by Lessee and will be comparable to the SPA (as defined below).

28. Existing Lease. The parties acknowledge that (i) H&H has an existing license pursuant to which, H&H accesses and utilizes 3 of the above ground storage tanks outside the physical manufacturing facility and (ii) such license expires by its own terms during May, 2020 ("H&H License"). Lessor expressly agrees that Lessor shall not extend such license or otherwise permit H&H to continue to access either the Property or such tanks (or any other tanks on the Property) at any time thereafter (solely except (i) as expressly approved by Lessee in its sole discretion and/or (ii) in connection with any environmental Remedial Measures or Restoration required as a result of their prior use of the above described license, and in either case, subject to Lessor's obtaining on behalf of Lessee an indemnity and hold harmless of Lessee by H&H for all Damages arising or related to the foregoing).

29. Transaction Fees Reimbursement. The parties acknowledge that, upon execution hereof, the Agreement of Sale and Purchase ("SPA") previously executed by Lessor's predecessor in interest and Lessee) shall be terminated and replaced in its entirety by this Lease, except that, upon execution hereof, unless waived by Lessee, Lessor shall immediately reimburse Lessee for one-half of all attorneys' fees and related expenses previously incurred by Lessee in connection with the negotiation and drafting of such SPA. In addition, Lessor shall promptly reimburse Lessee for 50% of all legal and related fees and costs in connection with the negotiation and drafting of this Lease and the Memorandum of Lease.

LESSOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT SPENCER FANE LLP (I) SOLELY REPRESENTS LESSEE IN THIS TRANSACTION, AND (II) DOES NOT, IN ANY MANNER, REPRESENT LESSOR (OR ANY PERSON AFFILIATED WITH LESSOR), NOTWITHSTANDING LESSOR'S AGREEMENT TO REIMBURSE LESSEE FOR ONE-HALF OF SUCH ATTORNEYS' FEES AND RELATED EXPENSES INCURRED BY LESSEE IN CONNECTION WITH THE NEGOTIATION AND DRAFTING OF THIS LEASE.

30. Amendment and Waiver. No amendment to this Lease will be binding upon either party unless such amendment is reduced to writing, dated, and executed by both party to this Lease. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing signed by both parties. In addition, no waiver by either party hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or of any other term, condition, or covenant contained in this Lease.

31. Relationship of Parties. Nothing in this Lease shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of the computation of Rent, nor any other provision contained in this Lease, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee.

32. Successors. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties.

33. Severability. If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. Counterparts and Facsimile. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but a single document. Facsimile and electronic mail signatures shall be effective, as if original signatures, for all purposes.

35. Drafting. This Lease shall not be construed more strictly against one party than the other because it may have been drafted by one of the parties or its counsel, each having contributed substantially and materially to the negotiation and drafting hereof.

36. Business Assets. Upon the Commencement Date, all Business Assets so acquired by Lessee's affiliate shall be owned solely by Lessee's affiliate for all purposes herein and such Business Assets may be utilized on the Property pursuant to the terms of any agreement between Lessee and its affiliate, as such parties shall deem appropriate and the presence and/or use thereof on the Property shall not require consent from Lessor in connection therewith.

37. Entire Agreement. This Lease, and the Exhibits hereto, constitutes and expresses the entire agreement and understanding between Lessor and Lessee in reference to all of the matters referred to in this Lease, and all discussions, promises, representations and understandings relative to such matters, if any, between Lessor and Lessee are merged in and superseded by this Lease.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties have hereunto set their hands, as of the date first above written.

LESSOR:

By: Mark Gillespie
Name: Mark Gillespie

Date of Execution: March 1, 2020

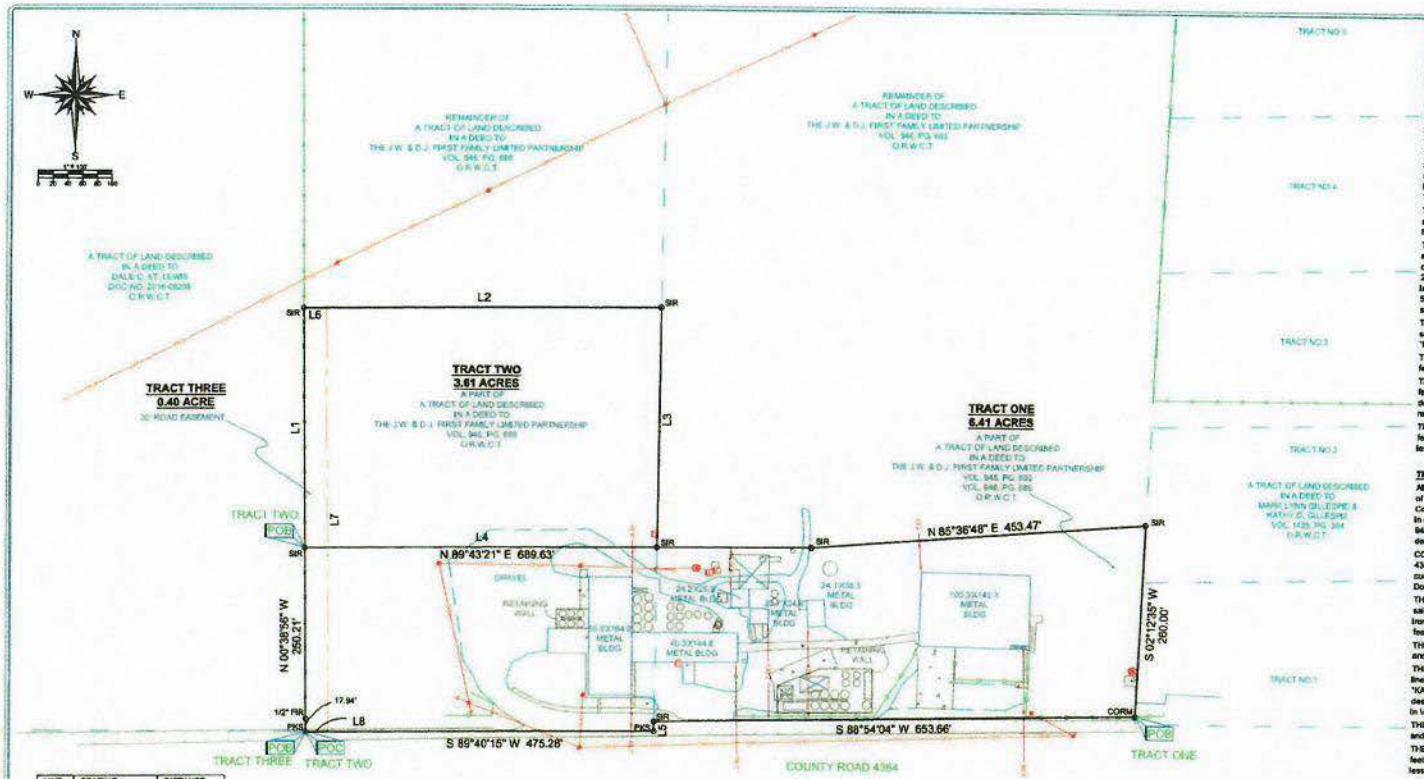
LESSEE: Prague Realty Partners LLC

By: Rodney Joe
Name: Rodney Joe
Title: Manager

Date of Execution: March 1, 2020

EXHIBIT "A"
LEGAL DESCRIPTION OR SCHEMATIC

SEE ATTACHED



LINE	BEARING	DISTANCE
L1	N 00°38'56" W	335.78'
L2	N 89°43'21" E	465.88'
L3	S 00°24'25" W	325.30'
L4	S 89°43'21" W	478.88'
L5	S 00°24'25" W	13.14'
L6	N 89°43'21" E	30.00'
L7	S 00°38'56" E	575.47'
L8	S 89°40'15" W	30.00'

LEGEND

⚡	POWER POLE
	GUY WIRE
EM	ELECTRIC METER
TM	TELEPHONE RISER
EV	ELECTRIC VAULT
CV	CABLE VAULT
▲	BURIED GAS PIPELINE MARKER
WW	WATER WELL
◯	SILO
P.E.R.W.	PERMANENT EASEMENT & RIGHT-OF-WAY
FIR	FOUND IRON ROD
FIRCAP	FOUND IRON ROD W/CAPPED
SIR	SET IRON ROD W/CAPPED
CORM	METAL FENCE CORNER POST
PKS	PK NAIL SET
( )	PLAT OR DEED CALL
POB	POINT OF BEGINNING
	CHAIN LINK FENCE
	WIRE FENCE
	OVER-HEAD UTILITIES
	ASPHALT
	CONCRETE

SURVEYORS CERTIFICATION

Commitment for Title Insurance (T-7), dated...

Policy Number

10(w.) Volume 195, Page 163 Right-of-Way to the State of Texas; does not affect

10(x.) Volume 299, Page 509 Easement to Texas Power & Light Company; does affect by rights of ingress-egress

10(y.) Volume 1913, Page 462 Easement to Enterprise Texas Pipeline, LLC; does not affect

TRACT ONE:

All that certain lot, tract or parcel of land lying and being situated in Block No. 43 of the Van Zandt County School Land Survey, Abstract number 1182, Wise County, Texas and also being a part of that called 22 acre tract of land described in deed to The J.W. & D.J. First Family Limited Partnership recorded in Volume 946, Page 682, Official Records, Wise County, Texas, and being a part of a called 17 acre tract of land described in deed to The J.W. & D.J. First Family Limited Partnership recorded in Volume 946, Page 688, Official Records, Wise County, Texas and being more fully described by metes and bounds as follows:

BEGINNING a metal fence corner post in the North line of County Road 4384 at the Southeast corner of said 22 acre tract;

THENCE South 88 degrees 54 minutes 04 seconds West, along said North line a distance of 653.66 feet to a capped iron rod set stamped "KAZ" in the East line of a tract of land described in deed to The J.W. & D.J. First Family Limited Partnership recorded in Volume 946, Page 688, Official Records, Wise County, Texas, same being the Southwest corner of said 22 acre tract;

THENCE South 00 degrees 24 minutes 25 seconds West, along said West line, a distance of 13.14 feet to a P.K. nail set in approximate centerline of County Road 4384 at the Southeast corner of said 17 acre tract;

THENCE South 89 degrees 40 minutes 15 seconds West, along said centerline, a distance of 475.28 feet to a P.K. nail set at the Southeast corner of a tract land described in deed to Dale C. St. Lewis recorded in Instrument number 2016-08208, Official Records, Wise County, Texas in the South line of a tract of land described in deed to Ivy Hills Investments recorded in Volume 1629, Page 542, Official Records, Wise County, Texas, same being the Southwest corner of said 17 acre tract;

THENCE North 00 degrees 38 minutes 56 seconds West, along the East line of said St. Lewis tract, a distance of 250.21 feet to a capped iron rod set stamped "KAZ";

THENCE North 89 degrees 43 minutes 21 seconds East, a distance of 689.63 feet to a capped iron rod set stamped "KAZ";

THENCE North 85 degrees 36 minutes 48 seconds East, a distance of 453.47 feet to a capped iron rod set stamped "KAZ" in the West line of a tract of land described as Tract No. 2, in deed to Mark Lynn Gillespie & Kathy G. Gillespie, recorded in Volume 1429, Page 394, Official Records, Wise County, Texas;

THENCE South 02 degrees 12 minutes 35 seconds West, a distance of 260.00 feet to the POINT OF BEGINNING and containing 6.41 acres of land, more or less.

TRACT TWO:

All that certain lot, tract or parcel of land lying and being situated in Block No. 43 of the Van Zandt County School Land Survey, Abstract number 1182, Wise County, Texas and also being a part of that called 17 acre tract of land described in deed to The J.W. & D.J. First Family Limited Partnership recorded in Volume 946, Page 688, Official Records, Wise County, Texas and being more fully described by metes and bounds as follows:

COMMENCING at a P.K. Nail set in the approximate centerline of County Road 4384, at the Southwest corner of said 17 acre tract, same being the Southeast corner of a tract of land described in deed to Dale C. St. Lewis, recorded in Document Number 2016-08208, Official Records, Wise County, Texas;

THENCE North 00 degree 38 minutes 56 seconds West, along the East line of said St. Lewis tract and the West line of said 17 acre tract, passing a 1/2 inch iron rod found, a distance of 17.94 feet, continuing for a total distance of 250.21 feet to the POINT OF BEGINNING;

THENCE North 00 degrees 38 minutes 56 seconds West, along said East line and West line, a distance of 325.29 feet to a capped iron rod set stamped "KAZ";

THENCE North 89 degrees 43 minutes 21 seconds East, departing said East line and West line, a distance of 465.88 feet to a capped iron rod set stamped "KAZ" in the East of said 17 acre tract, and in the West line of a tract of land described in deed to The J.W. & D.J. First Family Limited Partnership, recorded in Volume 946, Page 682, Official Records, Wise County, Texas;

THENCE South 00 degree 24 minutes 25 seconds West, along said East line and West line, a distance of 325.30 feet to a capped iron rod set stamped "KAZ";

THENCE South 89 degrees 43 minutes 21 seconds West, a distance of 478.88 feet to the POINT OF BEGINNING and containing 3.61 acres of land, more or less

TRACT THREE:

All that certain lot, tract or parcel of land lying and being situated in Block No. 43 of the Van Zandt County School Land Survey, Abstract number 1182, Wise County, Texas and also being a part of that called 17 acre tract of land described in deed to The J.W. & D.J. First Family Limited Partnership recorded in Volume 946, Page 688, Official Records, Wise County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a P.K. Nail set in the approximate centerline of County Road 4384, at the Southwest corner of said 17 acre tract, same being the Southeast corner of a tract of land described in deed to Dale C. St. Lewis, recorded in Document Number 2016-08208, Official Records, Wise County, Texas;

THENCE North 00 degrees 38 minutes 56 seconds West, along the East line of said St. Lewis tract and the West line of said 17 acre tract, passing a 1/2 inch iron rod found, a distance of 17.94 feet, continuing for a total distance of 575.50 feet to a capped iron rod set stamped "KAZ";

THENCE North 89 degrees 43 minutes 21 seconds East, a distance of 30.00 feet to a point for corner;

THENCE South 00 degrees 38 minutes 56 seconds East, a distance of 575.47 feet to a point for corner in the approximate centerline of County Road 4384;

THENCE South 89 degrees 40 minutes 15 seconds West, along said centerline, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.40 of an acre of land, more or less.

FLOOD STATEMENT: I have reviewed the F.E.M.A. Flood Insurance Rate Map for Wise County, Community Number 481051 effective date 12-16-2011 and that map indicates as scaled, that this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on Panels 350 D and 475 D of said map.

SURVEYORS CERTIFICATION

Certified to Republic Title of Texas (GF#1002-280365-RTT), and The J.W. & D.J. First Family Limited Partnership.

This survey correctly represents the results of an on-the-ground survey made under my direction and supervision on 08-12-2019, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey. There are no apparent encroachments, intrusions or protrusions except as shown hereon.

TITLE COMPANY

REPUBLIC TITLE

9-23-19

STATE OF TEXAS
REGISTERED
MICHAEL R. KERSTEN
6877
PROFESSIONAL
SURVEYOR

KAZ SURVEYING
TX FIRM REGISTRATION # 10001100
1720 WESTMINSTER
DENTON, TX 76205
(940)382-3446
JOB NUMBER: 180327-02
DRAWN BY: MAR
DATE: 09-23-2019
R.P.L.S.
MICHAEL R. KERSTEN

STATE OF TEXAS §
COUNTY OF Wise §

The foregoing instrument was acknowledged on the 1st day of March, 2020 by Mark Gillespie.

Witness my hand and official seal.

Jeffrey Redman
Notary Public, State of Texas
(Printed Name of Notary Public)

My Commission Expires:
06/03/2020

STATE OF TEXAS §
§
COUNTY OF Wise §

This instrument was acknowledged before me on the 1st day of March, 2020, by Rodney Joe, Manager of Prague Realty Partners LLC, on behalf of said entity.

[SEAL]

JEFFREY REDMAN
Notary Public, State of Texas
Comm. Expires 06-03-2020
Notary ID 13068819-3

Jeffrey Redman
Notary Public, State of TEXAS

My commission expires:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF LEASE
(with Purchase Option and Right of First Refusal)

This Memorandum of Lease is dated as of March 1, 2020, between Mark Gillespie ("Landlord"), and Prague Realty Partners LLC, a Texas limited liability company, ("Tenant").

1. Tenant and Landlord have entered into that certain Lease Agreement dated as of March 1, 2020 (the "Lease"), pursuant to which Landlord leased the premises set forth on Exhibit A hereto.

2. The term of the Lease commenced on March 1, 2020 and, unless otherwise terminated as provided therein, shall terminate on the second anniversary thereof; provided that Tenant may extend such term for up to five (5) additional two (2) year option periods.

3. The Lease contains an Purchase Option (as defined therein) as well as a Right of First Refusal (as defined therein), each subject to the terms set forth in the Lease.

4. This Memorandum of Lease is subject to all of the terms and conditions set forth in the Lease, as amended, which agreement is incorporated herein by reference and made a part hereof, as fully as though copied verbatim herein. In the event of a conflict between this Memorandum of Lease and the actual Lease, the Lease shall prevail.

Executed as of the date first written above.

TENANT:
Prague Realty Partners LLC

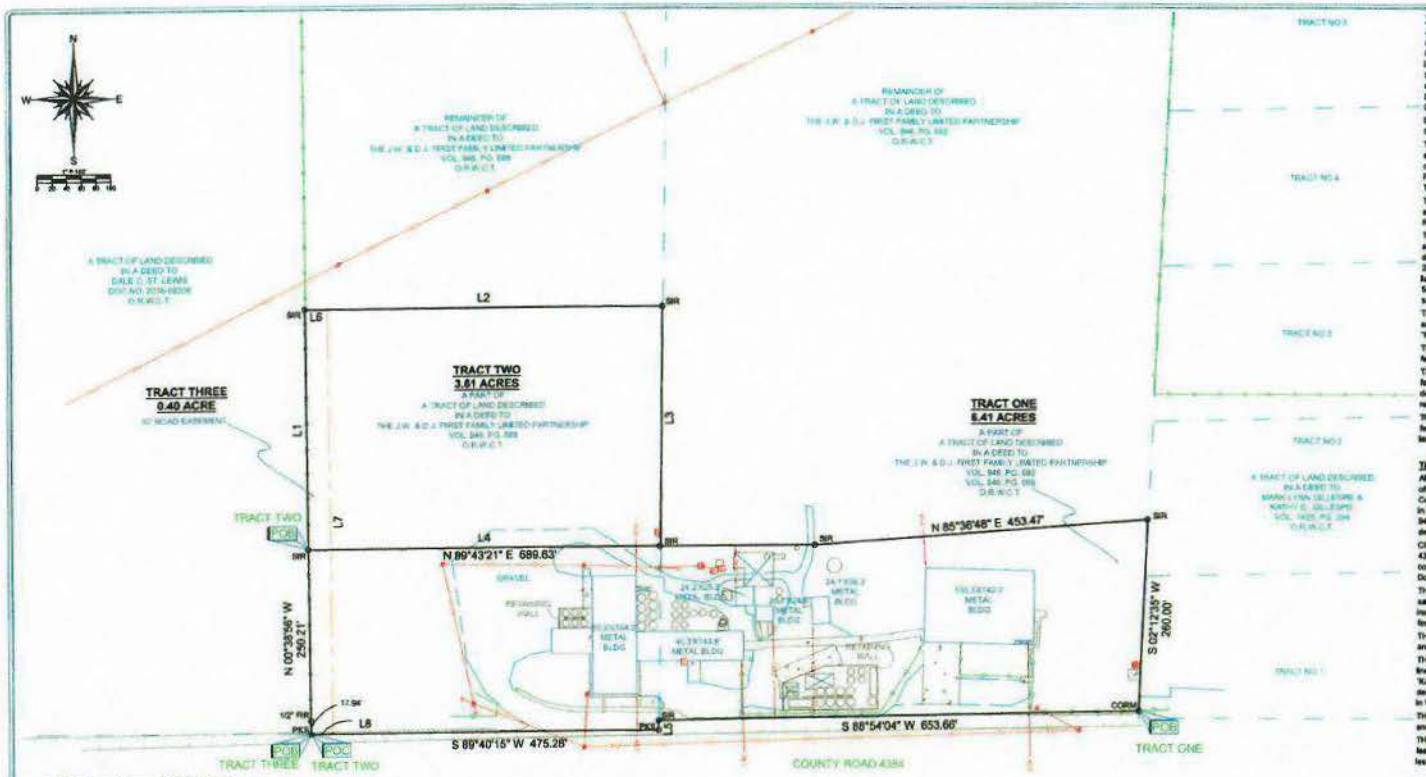
By: Rodney Joe
Name: Rodney Joe
Title: Manager

LANDLORD:

By: Mark Gillespie
Name: Mark Gillespie

EXHIBIT A
Legal Description for the Premises

SEE ATTACHED



LINE	BEARING	DISTANCE
L1	N 00°35'56" W	325.29'
L2	N 89°43'21" E	486.86'
L3	S 00°24'25" W	325.30'
L4	S 89°43'21" W	479.88'
L5	S 00°24'25" W	13.14'
L6	N 89°43'21" E	30.00'
L7	S 00°35'56" E	575.47'
L8	S 89°40'15" W	30.00'

LEGEND

- POWER POLE
- GUY WIRE
- ELECTRIC METER
- TELEPHONE RISER
- ELECTRIC VAULT
- CABLE VAULT
- BURIED GAS PIPELINE MARKER
- WATER WELL
- GAS
- PERMANENT EASEMENT & RIGHT-OF-WAY
- FOUND IRON ROD
- FOUND IRON ROD W/CAPPED
- SET IRON ROD W/CAPPED
- METAL FENCE CORNER POST
- PK NAIL SET
- PLAT OR DEED CALL
- POINT OF BEGINNING
- CHAIN LINK FENCE
- WIRE FENCE
- OVER-HEAD UTILITIES
- ASPHALT
- CONCRETE

SURVEYORS CERTIFICATION

Commitment for Title Insurance (T-7), dated...

Policy Number

10(w.) Volume 195, Page 163 Right-of-Way to the State of Texas; does not affect

10(x.) Volume 299, Page 509 Easement to Texas Power & Light Company; does affect by rights of ingress-egress

10(y.) Volume 1913, Page 462 Easement to Enterprise Texas Pipeline, LLC; does not affect

FLOOD STATEMENT: I have reviewed the F.E.M.A. Flood Insurance Rate Map for Wise County, Community Number 481051 effective date 12-16-2011 and that map indicates as scaled, that this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on Panels 350 D and 475 D of said map.

SURVEYORS CERTIFICATION

Certified to Republic Title of Texas (GF#1002-280385-RTT), and The J.W. & D.J. First Family Limited Partnership.

This survey correctly represents the results of an on-the-ground survey made under my direction and supervision on 08-12-2019, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey. There are no apparent encroachments, intrusions or protrusions except as shown hereon.

TRACT ONE:

All that certain lot, tract or parcel of land lying and being situated in Block No. 43 of the Van Zandt County School Land Survey, Abstract number 1182, Wise County, Texas and also being a part of that called 22 acre tract of land described in deed to The J.W. & D.J. First Family Limited Partnership recorded in Volume 845, Page 682, Official Records, Wise County, Texas, and being a part of a called 17 acre tract of land described in deed to The J.W. & D.J. First Family Limited Partnership recorded in Volume 846, Page 688, Official Records, Wise County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING a metal fence corner post in the North line of County Road 4384 at the Southeast corner of said 22 acre tract;

THENCE South 88 degrees 34 minutes 04 seconds West, along said North line a distance of 653.66 feet to a capped iron rod set stamped "KAZ" in the East line of a tract of land described in deed to The J.W. & D.J. First Family Limited Partnership recorded in Volume 845, Page 688, Official Records, Wise County, Texas, same being the Southwest corner of said 22 acre tract;

THENCE South 00 degrees 24 minutes 25 seconds West, along said West line, a distance of 13.14 feet to a P.K. nail set in approximate centerline of County Road 4384 at the Southeast corner of said 17 acre tract;

THENCE South 88 degrees 40 minutes 15 seconds West, along said centerline, a distance of 475.28 feet to a P.K. nail set at the Southwest corner of a tract land described in deed to Dale C. St. Lewis recorded in Instrument number 2016-08208, Official Records, Wise County, Texas in the Southline of a tract of land described in deed to Ivy Hills Investments recorded in Volume 1628, Page 542, Official Records, Wise County, Texas, same being the Southwest corner of said 17 acre tract;

THENCE North 00 degrees 38 minutes 56 seconds West, along the East line of said St. Lewis tract, a distance of 250.21 feet to a capped iron rod set stamped "KAZ";

THENCE North 89 degrees 43 minutes 21 seconds East, a distance of 689.63 feet to a capped iron rod set stamped "KAZ";

THENCE North 85 degrees 36 minutes 48 seconds East, a distance of 453.47 feet to a capped iron rod set stamped "KAZ" in the West line of a tract of land described as Tract No. 2 in deed to Mark Lynn Gillespie & Kathy G. Gillespie, recorded in Volume 1425, Page 394, Official Records, Wise County, Texas;

THENCE South 02 degrees 12 minutes 35 seconds West, a distance of 260.00 feet to the POINT OF BEGINNING and containing 6.41 acres of land, more or less.

TRACT TWO:

All that certain lot, tract or parcel of land lying and being situated in Block No. 43 of the Van Zandt County School Land Survey, Abstract number 1182, Wise County, Texas and also being a part of that called 17 acre tract of land described in deed to The J.W. & D.J. First Family Limited Partnership recorded in Volume 846, Page 688, Official Records, Wise County, Texas, and being more fully described by metes and bounds as follows:

COMMENCING at a P.K. Nail set in the approximate centerline of County Road 4384, at the Southwest corner of said 17 acre tract, same being the Southeast corner of a tract of land described in deed to Dale C. St. Lewis, recorded in Document Number 2016-08208, Official Records, Wise County, Texas;

THENCE North 00 degrees 38 minutes 56 seconds West, along the East line of said St. Lewis tract and the West line of said 17 acre tract, passing a 1/2 inch iron rod found, a distance of 17.94 feet, continuing for a total distance of 250.21 feet to the POINT OF BEGINNING;

THENCE North 00 degrees 38 minutes 56 seconds West, along said East line and West line, a distance of 325.29 feet to a capped iron rod set stamped "KAZ";

THENCE North 89 degrees 43 minutes 21 seconds East, departing said East line and West line, a distance of 485.88 feet to a capped iron rod set stamped "KAZ" in the East of said 17 acre tract, and in the West line of a tract of land described in deed to The J.W. & D.J. First Family Limited Partnership, recorded in Volume 846, Page 693, Official Records, Wise County, Texas;

THENCE South 00 degrees 24 minutes 25 seconds West, along said East line and West line, a distance of 325.30 feet to a capped iron rod set stamped "KAZ";

THENCE South 89 degrees 43 minutes 21 seconds West, a distance of 479.88 feet to the POINT OF BEGINNING and containing 3.61 acres of land, more or less

TRACT THREE:

All that certain lot, tract or parcel of land lying and being situated in Block No. 43 of the Van Zandt County School Land Survey, Abstract number 1182, Wise County, Texas and also being a part of that called 17 acre tract of land described in deed to The J.W. & D.J. First Family Limited Partnership recorded in Volume 846, Page 688, Official Records, Wise County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a P.K. Nail set in the approximate centerline of County Road 4384, at the Southeast corner of said 17 acre tract, same being the Southeast corner of a tract of land described in deed to Dale C. St. Lewis, recorded in Document Number 2016-08208, Official Records, Wise County, Texas;

THENCE North 00 degrees 38 minutes 56 seconds West, along the East line of said St. Lewis tract and the West line of said 17 acre tract, passing a 1/2 inch iron rod found, a distance of 17.94 feet, continuing for a total distance of 575.00 feet to a capped iron rod set stamped "KAZ";

THENCE North 89 degrees 43 minutes 21 seconds East, a distance of 30.00 feet to a point for corner;

THENCE South 00 degrees 38 minutes 56 seconds East, a distance of 575.47 feet to a point for corner in the approximate centerline of County Road 4384;

THENCE South 89 degrees 40 minutes 15 seconds West, along said centerline, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.40 of an acre of land, more or less.

TITLE COMPANY

REPUBLIC TITLE

9-23-19

STATE OF TEXAS — MICHAEL R. KERSTEN — 6077 — REGISTERED — LAND SURVEYOR

KAZ SURVEYING
1720 WESTMINSTER
DENTON, TX 76205
(940)382-3446
JOB NUMBER: 19(027)-02
DRAWN BY: MRF
DATE: 09-23-2019
R.P.L.S.
MICHAEL R KERSTEN

Appendix 4

RCRAInfo Site Detail Report for EPA ID: TXD988081857

RCRA Site Detail

Report run on: March 20, 2026 1:36:18 PM EDT Version 6.0

User Selection Criteria

Handler ID: TXD988081857
History: All records
BR Cycles: Show all
Notes: Yes

Report Description

This report provides "all available details" from the Handler module and summarized information from the Waste Activity Monitoring module for the specified RCRA site. Details reported include basic site identification information; handler universe information; source record information including location and mailing address, contact person and address, NAICs, and regulated waste activities. For Biennial Report source records on or after the 2001 BR cycle, additional information reported includes quantity totals (generated, managed, shipped, received), and the top ten GM forms by quantity generated.

Information reported for the RCRA site may be limited by latest historical information and most recent Biennial Report cycle. The data is sorted by the most recent Received Date.

Note: Some data is suppressed if it is null or blank. See the Reports Library documentation in RCRAInfo Help for additional details.

SPECIALTY ENVIRONMENTAL SERVICES BOYD TXD988081857

EPA Region: 06 Extract: Y County: WISE State District:

Other/Secondary ID(s): 76954

Universes:

Federal Generator:	N	Transporter:	N	Operating TSDF:	------	Active Flag:	Y
State Generator:	N	Importer:	N	Commercial TSDF:	N	EI Indicator (HE / GW):	N / N
Short Term Generator:	N	Mixed Waste Generator:	N	HSM:	N	IC In Place:	N
Subpart K/College:	N	Subpart K/Hospital:	N	Subpart K/Non-profit:	N	Subpart K/Withdrawal:	N
Large Qty Hndlr of UW:	N	Subpart P:	N				

Receive Date: 10/13/2015 **Source: Notification** **Seq.: 5**

Location Address
206 COUNTY ROAD 4384
DECATUR, TX 76234-7714
UNITED STATES
Latitude: 33.123303 **Longitude:** -97.588962

Mailing Address
206 COUNTY ROAD 4384
DECATUR, TX 76234-7714
UNITED STATES

Contact Person For Source Information
KATHY GILLESPIE
ENVIRONMENTAL MANAGER
Phone: 940-433-2754
Preferred Language: ENGLISH

206 COUNTY ROAD 4384
DECATUR, TX 76234-7714
UNITED STATES

Owner (current)
SPECIALTY ENVIRONMENTAL SERVICES OF TEXA
As of: 10/10/2006

206 COUNTY ROAD 4384
DECATUR, TX 76234-7714
UNITED STATES

Type: Private
Phone: 940-433-2754

Operator (current)
SPECIALTY ENVIRONMENTAL SERVICES OF TEXA
As of: 10/10/2006

206 COUNTY ROAD 4384
DECATUR, TX 76234-7714
UNITED STATES

Type: Private
Phone: 940-433-2754

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 48411 GENERAL FREIGHT TRUCKING, LOCAL

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	No
Transfer Facility:	No	Recognized Trader - Exporter:	No
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	No
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	No

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	Yes		
Processor:	Yes	Marketer who first claims the used oil meets the specifications:	Yes
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 10/13/2015 **Source: Notification** **Seq.: 4**

Location Address	206 COUNTY ROAD 4384 DECATUR, TX 76234-7714 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	206 COUNTY ROAD 4384 DECATUR, TX 76234-7714 UNITED STATES
Contact Person For Source Information	KATHY GILLESPIE ENVIRONMENTAL MANAGER Phone: 940-433-2754 Preferred Language: ENGLISH
	206 COUNTY ROAD 4384 DECATUR, TX 76234-7714 UNITED STATES

Owner (current) SPECIALTY ENVIRONMENTAL SERVICES OF TEX As of: 10/10/2006	206 COUNTY ROAD 4384 DECATUR, TX 76234-7714 UNITED STATES	Type: Private Phone: 940-433-2754
Operator (current) SPECIALTY ENVIRONMENTAL SERVICES OF TEX As of: 10/10/2006	206 COUNTY ROAD 4384 DECATUR, TX 76234-7714 UNITED STATES	Type: Private Phone: 940-433-2754

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 48411 GENERAL FREIGHT TRUCKING, LOCAL

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	No
Transfer Facility:	No	Recognized Trader - Exporter:	No
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	No
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	No

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	Yes		
Processor:	Yes	Marketer who first claims the used oil meets the specifications:	Yes
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 10/13/2015 **Source: Notification** **Seq.: 6**

Location Address	206 COUNTY ROAD 4384 DECATUR, TX 76234-7714 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	206 COUNTY ROAD 4384 DECATUR, TX 76234-7714 UNITED STATES
Contact Person For Source Information	KATHY GILLESPIE ENVIRONMENTAL MANAGER Phone: 940-433-2754 Preferred Language: ENGLISH
	206 COUNTY ROAD 4384 DECATUR, TX 76234-7714 UNITED STATES

Owner (current) SPECIALTY ENVIRONMENTAL SERVICES OF TEXA As of: 10/10/2006	206 COUNTY ROAD 4384 DECATUR, TX 76234-7714 UNITED STATES	Type: Private Phone: 940-433-2754
Operator (current) SPECIALTY ENVIRONMENTAL SERVICES OF TEXA As of: 10/10/2006	206 COUNTY ROAD 4384 DECATUR, TX 76234-7714 UNITED STATES	Type: Private Phone: 940-433-2754

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 48411 GENERAL FREIGHT TRUCKING, LOCAL

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	No
Transfer Facility:	No	Recognized Trader - Exporter:	No
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	No
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	No

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	Yes		
Processor:	Yes	Marketer who first claims the used oil meets the specifications:	Yes
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 08/23/2001 **Source: Notification** **Seq.: 3**

Other/Previous Site Name: ENVIRONMENTAL SERVICES

Location Address	1788 HIGHWAY 30 E BOYD, TX 76023 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	BOX 992 HUNTSVILLE, TX 77340 UNITED STATES
Contact Person For Source Information	DAVID VEINOTTE Phone: 409-295-4754 Preferred Language: ENGLISH
	BOX 992 HUNTSVILLE, TX 77340 UNITED STATES

Land Type: Private Non Notifier: No TSD Date: Accessibility:

Notes

Internal This registration was inactivated because there were only 6-digit waste codes onthe NOR and no waste activity was reported in 1994, 1995 and 1996.

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Description of Hazardous Wastes (as reported on Site Identification Form)

EPA Waste Codes: D007 D009 D011 F003 U044 U188

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	No
Transfer Facility:	No	Recognized Trader - Exporter:	No
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	No
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	No

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	No	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 08/23/2001 **Source: Notification** **Seq.: 7**

Other/Previous Site Name: ENVIRONMENTAL SERVICES LABORATORIES I

Location Address	1788 HIGHWAY 30 E BOYD, TX 76023 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	PO BOX 992 HUNTSVILLE, TX 77342-0992 UNITED STATES
Contact Person For Source Information	DAVID VEINOTTE ENVIRONMENTAL MANAGER Phone: 409-295-4754 Preferred Language: ENGLISH
	PO BOX 992 HUNTSVILLE, TX 77342-0992 UNITED STATES

Owner (current) ENVIRONMENTAL SERVICES As of: 08/24/2001	1788 HIGHWAY 30 E BOYD, TX 76023 UNITED STATES	Type: Private Phone: 409-295-4754
Owner (current) ENVIRONMENTAL SERVICES As of: 08/24/2001	PO BOX 992 HUNTSVILLE, TX 77342-0992 UNITED STATES	Type: Private Phone: 409-295-4754
Operator (current) ENVIRONMENTAL SERVICES As of: 08/24/2001	1788 HIGHWAY 30 E BOYD, TX 76023 UNITED STATES	Type: Private Phone: 409-295-4754

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 333999 ALL OTHER MISCELLANEOUS GENERAL PURPOSE MACHINERY MANUFACTURING

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	
Transfer Facility:	No	Recognized Trader - Exporter:	
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	No	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 01/24/1996 **Source: Notification** **Seq.: 1**

Other/Previous Site Name: SPECIALTY ENVIRONMENTAL

Location Address	FM 730 N 4M BOYD, TX 76023 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	PO BOX 8098 SHREVEPORT, LA 71148-8098
Contact Person For Source Information	ARLEN L CREASON Phone: 800-256-9900 Preferred Language: ENGLISH
	PO BOX 8098 SHREVEPORT, LA 71148-8098 UNITED STATES

Owner (current) SPECIALTY ENVIRONMENTAL SERVICES	FM 730 N 4M BOYD, TX 76023	Type: Private Phone: 817-626-5000

Land Type: Non Notifier: No TSD Date: Accessibility:

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Description of Hazardous Wastes (as reported on Site Identification Form)

State Waste Codes: TX-UNKN

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	No
Transfer Facility:	No	Recognized Trader - Exporter:	No
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	No
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	No

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	No	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	Yes		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** End of Report ***

Appendix 5

RCRAInfo Site Detail Report for EPA ID: TXR000081525

RCRA Site Detail

Report run on: January 23, 2026 9:27:26 AM EST Version 6.0

User Selection Criteria

Handler ID: TXR000081525
History: All records
BR Cycles: Show all
Notes: Yes

Report Description

This report provides "all available details" from the Handler module and summarized information from the Waste Activity Monitoring module for the specified RCRA site. Details reported include basic site identification information; handler universe information; source record information including location and mailing address, contact person and address, NAICs, and regulated waste activities. For Biennial Report source records on or after the 2001 BR cycle, additional information reported includes quantity totals (generated, managed, shipped, received), and the top ten GM forms by quantity generated.

Information reported for the RCRA site may be limited by latest historical information and most recent Biennial Report cycle. The data is sorted by the most recent Received Date.

Note: Some data is suppressed if it is null or blank. See the Reports Library documentation in RCRAInfo Help for additional details.

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

H & H OIL TXR000081525

EPA Region: 06 Extract: Y County: WISE State District:

Universes:

Federal Generator:	N	Transporter:	N	Operating TSDF:	------	Active Flag:	Y
State Generator:	N	Importer:	N	Commercial TSDF:	N	EI Indicator (HE / GW):	N / N
Short Term Generator:	N	Mixed Waste Generator:	N	HSM:	N	IC In Place:	N
Subpart K/College:	N	Subpart K/Hospital:	N	Subpart K/Non-profit:	N	Subpart K/Withdrawal:	N
Large Qty Hndlr of UW:	N	Subpart P:	N				

Receive Date: 09/28/2023 **Source: Notification** **Seq.: 9**

Location Address
206 COUNTY ROAD 4384 STE A
DECATUR, TX 76234-7714
Latitude: 33.123303 **Longitude:** -97.588962

Mailing Address
7311 DECKER DR
BAYTOWN, TX 77520-1131
UNITED STATES

Contact Person For Source Information
JERRY LINGERFELT
Phone: 281-714-9242
Preferred Language: ENGLISH
7311 DECKER DR
BAYTOWN, TX 77520-1131
UNITED STATES

Owner (current)	7311 DECKER DR	Type: Private	
VERTEX RECOVERY INC	BAYTOWN, TX 77520-1131		
As of: 08/16/2013	UNITED STATES		
Operator (current)	7311 DECKER DR	Type: Private	
VERTEX RECOVERY INC	BAYTOWN, TX 77520-1131		
As of: 08/16/2013	UNITED STATES		

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 424720 PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	N/A	Recycler (no storage prior to recycling):	No
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	No
Transfer Facility:	No	Recognized Trader - Exporter:	No
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	No
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	No

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 03/15/2022 **Source: Notification** **Seq.: 8**

Location Address	206 COUNTY ROAD 4384 STE A DECATUR, TX 76234-7714 **Latitude:** 33.123303 **Longitude:** -97.588962	**Mailing Address**	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES
Contact Person For Source Information	JERRY LINGERFELT Phone: 281-714-9242 Preferred Language: ENGLISH		7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES

Owner (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private
Operator (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 424720 PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	N/A	Recycler (no storage prior to recycling):	No
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	No
Transfer Facility:	No	Recognized Trader - Exporter:	No
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	No
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	No

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 01/18/2016 **Source: Notification** **Seq.: 7**

Location Address	206 COUNTY ROAD 4384 STE A DECATUR, TX 76234-7714 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES
Contact Person For Source Information	JERRY LINGERFELT ENVIRONMENTAL MANAGER Phone: 281-714-9242 Preferred Language: ENGLISH
	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES

Owner (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242
Operator (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 42472 PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	
Transfer Facility:	No	Recognized Trader - Exporter:	
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 01/18/2016 **Source: Notification** **Seq.: 4**

Location Address	206 COUNTY ROAD 4384 STE A DECATUR, TX 76234-7714 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES
Contact Person For Source Information	JERRY LINGERFELT ENVIRONMENTAL MANAGER Phone: 281-714-9242 Preferred Language: ENGLISH
	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES

Owner (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242
Operator (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 42472 PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	
Transfer Facility:	No	Recognized Trader - Exporter:	
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 01/18/2016 **Source: Notification** **Seq.: 2**

Location Address	206 COUNTY ROAD 4384 STE A DECATUR, TX 76234-7714 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES
Contact Person For Source Information	JERRY LINGERFELT ENVIRONMENTAL MANAGER Phone: 281-714-9242 Preferred Language: ENGLISH
	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES

Owner (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242
Operator (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 42472 PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	No
Transfer Facility:	No	Recognized Trader - Exporter:	No
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	No
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	No

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 01/18/2016 **Source: Notification** **Seq.: 5**

Location Address	206 COUNTY ROAD 4384 STE A DECATUR, TX 76234-7714 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES
Contact Person For Source Information	JERRY LINGERFELT ENVIRONMENTAL MANAGER Phone: 281-714-9242 Preferred Language: ENGLISH
	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES

Owner (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242
Operator (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 42472 PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	
Transfer Facility:	No	Recognized Trader - Exporter:	
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 01/18/2016 **Source: Notification** **Seq.: 3**

Location Address	206 COUNTY ROAD 4384 STE A DECATUR, TX 76234-7714 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES
Contact Person For Source Information	JERRY LINGERFELT ENVIRONMENTAL MANAGER Phone: 281-714-9242 Preferred Language: ENGLISH
	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES

Owner (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242
Operator (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 42472 PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	
Transfer Facility:	No	Recognized Trader - Exporter:	
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 01/18/2016 **Source: Notification** **Seq.: 6**

Location Address	206 COUNTY ROAD 4384 STE A DECATUR, TX 76234-7714 UNITED STATES **Latitude:** 33.123303 **Longitude:** -97.588962
Mailing Address	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES
Contact Person For Source Information	JERRY LINGERFELT ENVIRONMENTAL MANAGER Phone: 281-714-9242 Preferred Language: ENGLISH
	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES

Owner (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242
Operator (current) VERTEX RECOVERY INC As of: 08/16/2013	7311 DECKER DR BAYTOWN, TX 77520-1131 UNITED STATES	Type: Private Phone: 281-714-9242

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 42472 PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	
Transfer Facility:	No	Recognized Trader - Exporter:	
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** WARNING *** Sensitive information may be displayed on this report. *** WARNING ***

Receive Date: 08/28/2013 **Source: Notification** **Seq.: 1**

Other/Previous Site Name: H&H OIL, INC.

Location Address
206 COUNTRY ROAD 4384
STE A
DECATUR, TX 76234-7714
UNITED STATES
Latitude: 33.123303 **Longitude:** -97.588962

Mailing Address
7311 DECKER DRIVE
BAYTOWN, TX 77520
UNITED STATES

Contact Person For Source Information
JERRY D LINGERFELT
EH&SMANAGER
Phone: 281-714-9242
JLINGERFET@HHRECYCLING.COM
Preferred Language: ENGLISH

7311 DECKER DRIVE
BAYTOWN, TX 77520
UNITED STATES
Fax:281-424-8189

Owner (current) SPECIALTY NVIRONMENTAL SERVICES As of: 02/23/1994	206 COUNTRY ROAD 4384 DECAUR, TX 76234 UNITED STATES	Type: Private
Operator (current) SPECIALTY NVIRONMENTAL SERVICES As of: 02/23/1994	206 COUNTRY ROAD 4384 DECAUR, TX 76234 UNITED STATES	Type: Private

Land Type: Private Non Notifier: No TSD Date: Accessibility:

NAICS Codes: 484110 GENERAL FREIGHT TRUCKING, LOCAL

Regulated Waste Activities

Hazardous Waste Federal: Not a Generator State: TX-N No separately defined State status

Short Term Generator:	No	Recycler (stores prior to recycling):	No
Mixed Waste Generator:	No	Recycler (no storage prior to recycling):	
TSD Activity:	No	Small Quality On-site Burner Exemption:	No
Off-Site Receipt:	No	Smelting, Melting, Refining Furnace Exemption:	No

Additional Regulated Waste Activities

Other Waste Activites

Transporter:	No	Recognized Trader - Importer:	No
Transfer Facility:	No	Recognized Trader - Exporter:	No
Underground Injection Control:	No	Spent Lead Acid Battery - Importer:	No
Importer Activity:	No	Spent Lead Acid Battery - Exporter:	No

Universal Waste Activities

Destination Facility for Universal Waste: No

Used Oil Activities

Transporter:	Yes	Marketer who directs shipment off-specification used oil to off-specification used oil burner:	No
Transfer Facility:	No		
Processor:	No	Marketer who first claims the used oil meets the specifications:	No
Refiner:	No		
Off-Specification Used Oil Burner:	No		

*** End of Report ***