

RECLAMATION FILL SOURCE DEVAULT RECLAMATION FACILITY ACCEPTANCE INFORMATION AGREEMENT

Please complete, sign and submit this form with any relevant environmental due diligence information pertaining to the fill size and submit to the Devault Reclamation Fill acceptance weighmaster.

JOBSITE/MATERIAL INFORMATION*:

Property/Project of Origin: Property Owner:

Property Address: City: State: Zip:

Township: County:

Material Start Date: Material End Date:

Material Description: (fill out description section and check which type of generation site)

Industrial/Commercial Residential

1. Reclamation Fill Materials.

- a. Customer shall only deliver and/or dispose of at the Devault Reclamation Fill Facility (Facility) material that qualifies as Reclamation Fill and otherwise meets the requirements of this Section 1.
- b. For purposes of this Agreement, Reclamation Fill means uncontaminated, non-water-soluble, non-decomposable inert solid material including (a)

asphaltic substances (including, but not limited to shingles/roofing materials) that do not qualify as incidental asphalt under the definition of Reclamation Fill; bricks, blocks, or concrete with painted surfaces; tile; refractory brick; fly ash; dredged materials; other materials that are not free or separate of materials meeting the definition of waste under applicable regulations; or other materials that do not meet the definition of Reclamation Fill the requirements of the Facility

- d. Further, Customer shall not deliver to or dispose of at the Facility any fill material originating from an industrial or commercial site; a site with one or more underground storage tanks; an "Act 2" cleanup site; a superfund site; or a large source (a source exceeding 2500 tons), even if the material meets the definition of Reclamation Fill unless before importation of the first load (a) the material is adequately characterized by Customer per a laboratory analysis that complies with the applicable methodologies referenced in the Pennsylvania Department of Environmental Protection ("DEP") Management of Use of Reclamation Fill at Active Non-Coal sites and (b) the materials pre-approved by the Pottsville District Office of the DEP
- e. Customer certifies that all materials brought to the Facility meet the definition of "Reclamation Fill" and the other requirements of this Section 1 and otherwise satisfy the standards established by the DEP for Reclamation Fill. The Customer is and shall remain liable for any material brought to and/or disposed of at the Facility that does not qualify as Reclamation Fill. If Reclamation Fill material discovered after the Customer has left the Facility may be reloaded by the Facility and properly disposed of at the Customer's cost. Customer shall reimburse Devault Partners L.P. upon demand for all damages, penalties, fines, costs and expenses (including without limitation, attorney's fees) of any kind or nature incurred by Devault Partners L.P., its contractors and the Facility arising out of, related to or in connection with the disposal of Reclamation Fill materials at the Facility and the proper disposal of Non-Reclamation Fill materials and any other material affected thereby.

2. Access to the Facility Respons (I 19 Td [(A)-6.00E)-8.006.006 (r)4.009 (s)-5 ()-83.8on.991 (s)-5 (a)-3d45792 re W* 5re W* 5re1re0997 (o)-5.e4n (r)3.994 (o)-5q 0 0 612 BT 0 g /T5.65

3. Creditor. Devault Partners L.P. and all of its operating subsidiaries, affiliates, successors, assigns, heirs, executor and administrators (collectively referred to as "Creditor") have the right to and will rely upon the representations of Customer in this Agreement in deciding whether to extend credit to provide materials, labor and/or services to Customer in doing so, however the Customer understands and agrees that

remedies