

STANDARD TERMS AND CONDITIONS TO SERVICE AGREEMENT

1. Definition of Terms. Any term not defined below shall have the meaning set forth in the Service Agreement.

“Agreement” means the Service Agreement between Leck and Customer which incorporates these Standard Terms and Conditions.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in the Commonwealth of Pennsylvania are authorized or required by law to be closed for business.

“Charges” means the charges listed on the Service Specifications as they may be adjusted over the Term of this Agreement.

“Customer” means the customer identified on the Service Agreement and its successors in interest.

“Effective Date” means the date on which Customer executes the Service Agreement.

“Fuel Surcharge” has the meaning set forth in paragraph 12.

“Leck” means George Leck & Son, Inc. and its successors in interest and permitted assigns.

“Location” means Customer’s service address listed on the Service Agreement.

“Materials” means Customer’s waste materials (not including Non-Conforming Waste) and recyclable materials.

“Non-Conforming Waste” has the meaning set forth in paragraph 20.

“Notice” means all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement as set forth in paragraph 45.

“PADEP” means the Pennsylvania Department of Environmental Protection.

“Party/Parties” means Leck and Customer, collectively, and either, individually.

“Services” means the collection and disposal of all of Customer’s Materials.

“Service Specifications” means those specifications set forth on the Service Agreement.

“Term” means the period of time identified in paragraph 5 and includes any renewal period.

2. Services to be Performed. Customer grants to Leck the exclusive right to collect and dispose of all of Customer's Materials as provided herein. Leck will provide the Services set forth in the Service Specifications at the Location. Unless otherwise indicated in this Agreement, all materials, equipment and vehicles utilized in the performance of the Services will be provided by Leck.

3. Notice and Opportunity to Cure. Leck shall perform the Services in a workmanlike manner in accordance with industry standards and in compliance with all applicable laws and regulations. Customer shall give Leck prior written Notice in the event that Customer believes that Leck has failed to adequately perform the Services pursuant to the terms of this Agreement. The requirement to provide such Notice shall apply, without limitation, to all alleged issues pertaining to required repair of Leck's equipment. If remedy of the stated deficiency is within the reasonable control of Leck and Leck fails to reasonably remedy the stated deficiency within ten (10) business days from the receipt of said Notice, then the Customer may terminate this Agreement. In the event that Leck reasonably remedies the deficiency, this Agreement shall remain in full force and effect.

4. Effective Date. This Agreement is effective on the Effective Date. Customer acknowledges and agrees that the Effective Date may occur prior to the date that the Services are commenced by Leck.

5. Term of Agreement. The Term of this Agreement shall extend for five (5) years from the Effective Date. Due to the complexity in planning collection routes and establishing contractual relationships with various disposal facilities, the Term shall be automatically renewed for successive five (5) year periods without further action by either Party. This Agreement may be terminated by either Party at the end of the initial five (5) year period or any five (5) year renewal period upon written Notice, sent by certified mail, return receipt requested, no less than ninety (90) days, but not more than one hundred eighty (180) days, prior to the end of that period.

6. Payment. Payment by Customer to Leck shall be due and payable within ten (10) days of the receipt by Customer of Leck's invoice. If Customer fails to make payment as provided herein, Customer will be in breach of this Agreement and Leck will have the right to discontinue the Services, to retrieve its equipment, and to commence immediate legal action seeking all amounts due Leck, plus reasonable attorney's fees, all filing fees, interest at the maximum rate permitted under the laws of the Commonwealth of Pennsylvania, and all other fees reasonably associated with any such collection action.

7. Customer's Credit Card. Customer must provide Leck with relevant account information for an active credit card at the time of execution of this Agreement. It is Customer's responsibility to provide up to date account information for an active credit card during the Term. Customer specifically authorizes Leck to make appropriate charges on Customer's credit card on file in the event that any payment required hereunder is delinquent. This authorization includes, if necessary, the initiation of adjustments for any transactions credited/debited in error. This authorization will remain in effect during the Term.

8. Delivery/Removal Fee. Customer acknowledges and agrees and it will be charged a one-time delivery fee per container and a one-time removal fee per container at the Location. If the Customer requests replacement of a container, an additional delivery/removal fee may apply.

9. Late Fees/Service Charges. Leck may charge, and Customer agrees to pay if so charged, a late fee for all past due payments. Late fees shall be calculated at the rate of eighteen percent (18%) per annum of the total amount of the past due Charges. Customer will be charged a fifty dollar (\$50) fee for each cancelled or returned check, and for all authorized credit card charges which are declined by the card issuer.

10. Permits. Customer is solely responsible for any and all permits and municipal fees unless otherwise stated in this Agreement.

11. Rate Adjustments. Leck reserves the right to adjust its rates hereunder due to changes outside the reasonable control of Leck including, without limitation: (a) any changes to the actual equipment and Services provided by Leck specified in the Service Specifications; (b) increases or modifications to Leck's Fuel Surcharge as provided in paragraph 12; (c) increased landfill charges; (d) material changes in regulatory requirements; (e) any material change in the composition of the Materials at any time during the Term and/or if the average weight per cubic yard of the Materials at any time during the Term exceeds the weight per cubic yard upon which the rates provided in this Agreement are based; and (f) pricing fluctuations in the commodities market for recyclable materials. Further, no more often than annually from the Effective Date, Leck may adjust its rates hereunder for increases in the Consumer Price Index plus four percent (4%) of the then current rate. Any rate adjustment made pursuant to subparagraph 11(a) through 11(f) may include an amount for Leck's operating or gross profit margin. As provided in this Agreement, Leck also reserves the right to charge the following additional fees related to added services provided by Leck to Customer: equipment enclosure fee, fees related to services on high demand days, pull/push out fees, container relocation fee, and seasonal restart fee. In the event that Leck adjusts its rates as provided in this paragraph 11, the Parties specifically acknowledge and agree that this Agreement as so modified will continue in full force and effect.

12. Fuel Surcharge Determination. The Fuel Surcharge is determined by utilizing a baseline cost for diesel of \$1.69/gallon and is tied directly to the national average price of diesel fuel as reported weekly by the Energy Information Administration of the U.S. Department of Energy (EIA/DOE) in its Weekly Retail On-Highway Diesel Prices Index. This index is objective, publicly available and widely recognized in the trucking and transportation industries. The EIA/DOE average is published each Monday and is used for invoices created during that week. For more information related to the Fuel Surcharge, please visit Leck's website at www.georgeleckandson.com and click on FAQ.

13. Leck's Equipment. Other than equipment owned by Customer, the equipment Leck utilizes in the performance of the Services shall remain the property of Leck. Customer shall be solely responsible for the cleanliness and safekeeping of Leck's equipment while in Customer's custody and control, which commences at the time that Leck's equipment is delivered to the Location and remains in effect until such time as Leck's equipment is removed from the Location. Customer agrees to not overload by weight or volume, move, or alter Leck's equipment in any way, and

Customer will take all reasonable precautions to prevent others from doing the same. Leckø equipment may only be used for its intended purpose.

14. **Damage to Leckø Equipment.** With the exception of reasonable wear and tear, Customer agrees to be solely responsible for any and all injuries and damages resulting from incidents that occur while Leckø equipment is under Customerø custody and control. These incidents include, without limitation, fire, arson, graffiti, theft, vehicle collision, and incidents which occur due to Customerø failure to properly secure Leckø equipment. Customer acknowledges and agrees that in the event of such damage, Customer shall be solely responsible for repair of Leckø equipment or replacement of same at fair market value, and that such determination shall be made at Leckø sole discretion. Further, Customer shall be solely responsible for all damages, including, without limitation, all fines issued by municipalities and the PADEP, which occur due to leaks in Leckø equipment caused by Customerø negligence.

15. **Access to Equipment.** Customer will provide to Leck unobstructed access to all equipment utilized by Leck in the performance of the Services. In the event that said equipment is not accessible, or if it is overloaded by weight or volume, Customer will be subject to additional charges. If said equipment is located in a gated enclosure, then Customer must provide a key to Leck or otherwise provide immediate access so that Leckø performance of the Services is not delayed in any way. Additional fees will apply in the event that said equipment is located in a gated enclosure and immediate access is not available. In the event that Customer does not advise Leck of any such restrictions until after execution of this Agreement, Leck reserves the right to terminate this Agreement in its sole reasonable discretion.

16. **Time Restrictions.** Unless otherwise agreed to in writing by the Parties, and as limited by any applicable municipal ordinance, Customer authorizes Leck to perform the Services between the hours of 3:00 a.m. and 9:00 p.m. In the event that Customer requires specific time restrictions with regard to the performance of the Services by Leck, additional fees may apply due to the effect said restrictions may have on Leckø designated service routes. In the event that Customer does not advise Leck of any such restrictions until after execution of this Agreement, Leck reserves the right to terminate this Agreement in its sole reasonable discretion.

17. **Customerø Equipment.** In the event that Customer owned equipment will be utilized during the performance of the Services hereunder, the following provisions will apply. Customerø equipment shall remain the property of Customer. Customer shall be solely responsible for the cleanliness and safekeeping of Customerø equipment while in Customerø custody and control. Customer agrees to not overload Customerø equipment by weight or volume and Customer will take all reasonable precautions to prevent others from doing the same. Customer will provide unobstructed access to Customerø equipment as provided in paragraph 15. In the event that Customerø equipment is not accessible, or if it is overloaded by weight or volume, Customer will be subject to additional fees. Customer shall be responsible for all damages or injuries which occur while Customerø equipment is under Customerø custody and control. Further, Customer shall be solely responsible for all damages, including, without limitation, all fines issued by municipalities and the PADEP, which occur due to leaks in Customerø equipment and Customerø failure to otherwise maintain Customerø equipment in full compliance with all local, state and federal regulations.

18. Indemnification. Customer agrees to indemnify and hold Leck and its present and future officers, directors, shareholders, employees, agents and respective successors and assigns harmless from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental hereto (including costs of defense, settlement and reasonable attorneys' fees) which any and all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent such are caused by or arise out of breach of any representations or warranties of Customer, or any negligent act, negligent omission or willful misconduct of Customer, its employees or agents in the performance of this Agreement. Further, Customer warrants that the right of way at the Location is sufficient to bear the weight of Leck's equipment and Leck's collection vehicles. Customer agrees to indemnify and hold Leck and its present and future officers, directors, shareholders, employees, agents and respective successors and assigns harmless for all damages, including damage to curbs, pavements, driveways, sidewalks, etc., resulting from Leck's equipment and Leck's collection vehicles during the performance of the Services in agreed upon areas at the Location.

19. Performance Delays. Leck shall not be responsible for delays in performance of the Services resulting from weather conditions, other acts of nature, or any other conditions beyond its reasonable control.

20. Waste Materials. Customer agrees that all of the Materials to be collected by Leck pursuant to this Agreement: (a) shall meet the definition of "Municipal Waste" pursuant to the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") and the Pennsylvania Solid Waste Management Act ("SWMA"); (b) shall not include "Residual Waste" or "Hazardous Waste" as those terms are defined under Act 101 and the SWMA; (c) will not contain asbestos, paint, tires, flammable material, items containing freon, medical waste and electronics; and (d) will not contain any construction or demolition material, including, but not limited to, roofing shingles, dirt, brick, block, concrete, or any other masonry material. Any Materials that do not conform to the specifications described above in subparagraph 20(a) through 20(d) shall be deemed non-conforming waste ("Non-Conforming Waste"). Customer must provide a written disclosure to Leck in the event that the Materials contain Non-Conforming Waste. In the event that Customer fails to make such disclosure and Non-Conforming Waste is collected from the Location and delivered by Leck to a disposal facility, all charges associated with the disposal of the Non-Conforming Waste shall be the sole responsibility of Customer, including, but not limited to, any fines imposed by the PADEP, disposal facility monitoring fees, and lost revenue to Leck. If Leck makes a reasonable determination that Customer's waste materials contain Non-Conforming Waste, Leck may, in its sole discretion, and at Customer's sole cost and expense, reject and return the Non-Conforming Waste to Customer. Further, the Parties recognize that some substances which are not, as of the Effective Date, considered hazardous, of a toxic nature or dangerous, may be determined by the PADEP or any federal, state, or local agency subsequent to the Effective Date to be hazardous, toxic, or dangerous, and at the time of such determination, such substances shall be deemed Non-Conforming Waste.

21. Title to Waste Materials and Recyclable Materials. Except as otherwise stated herein, title to the Materials shall pass to Leck upon Leck's acceptance of the Materials at the Location. Leck will never take title to Non-Conforming Waste, and title to such Non-Conforming Waste shall always remain with Customer notwithstanding the fact that physical possession may have passed to Leck.

22. Liquidated Damages. In the event that Customer terminates this Agreement prior to the expiration of the Term, or in the event that Leck terminates this Agreement due to Customer's breach, Customer agrees to pay Leck as liquidated damages a sum calculated as follows: (a) if the remaining Term is nine (9) or more months, Customer shall pay the average of its most recent nine (9) monthly Charges multiplied by nine (9); or (b) if the remaining Term is less than nine (9) months, Customer shall pay the average of its most recent nine (9) monthly Charges multiplied by the number of months remaining in the Term. Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement by Customer or in the event that Leck terminates this Agreement due to Customer's breach, actual damages to Leck would be uncertain and difficult to ascertain, and the anticipated loss to Leck in such event is estimated to be in an amount set forth above and such amount is the best, reasonable and objective estimate of the actual damages to Leck. Such amount does not constitute, nor is it imposed as, a penalty. Any amount payable under this paragraph 22 shall be in addition to amounts already owing under this Agreement.

23. Attorney Fees. In the event that any legal action is commenced with regard to the subject matter of this Agreement (including nonpayment by Customer), the Parties specifically agree that the prevailing Party in such action shall be entitled to have its reasonable attorneys' fees, filing fees, and other reasonable costs incurred in said action fully reimbursed by the non-prevailing Party.

24. Insurance. Customer warrants and represents that it possesses, and shall maintain during the performance of the Services, general liability and property insurance in commercially reasonable amounts. All such insurance shall be written by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania.

25. Limitation of Liability. In no event shall Leck, its affiliates, and its officers, directors, shareholders and agents, be liable for lost profits or any special, incidental or consequential damages incurred by Customer arising out of or in connection with the Services.

26. Successors in Interest. This Agreement shall be binding upon the heirs, administrators, executors, successors in interest, and permitted assigns of the Parties.

27. Sale of Customer's Business. Due to the complexity in Leck's planning of collection routes and establishing contractual relationships with various disposal facilities, Customer acknowledges and agrees that Customer will provide written Notice of at least sixty (60) days to Leck prior to the sale of Customer's interest in the Location to a third party. Further, Customer agrees to (a) disclose the terms of this Agreement to such third party; and (b) to provide Leck with the identity of such party so that Leck may have a reasonable opportunity to negotiate with such party to maintain Services at the Location. In the event that Customer fails to fully comply with the terms of this paragraph 27 as set forth above, Customer shall be in breach of this Agreement and the

liquidated damages provision at paragraph 22 shall apply to any unauthorized termination of this Agreement.

28. **New Location.** In the event that Customer moves its business operations to a new Location within Leck's service area (as determined in Leck's sole discretion), the terms of this Agreement shall be automatically revised to reflect the change in Location and any other reasonably required changes to the Service Specifications. Due to the complexity in planning collection routes and establishing contractual relationships with various disposal facilities, Customer agrees to provide written Notice of at least sixty (60) days to Leck prior to Customer's move to a new Location. In the event that Customer fails to fully comply with the terms of this paragraph 28 as set forth above, Customer shall be in breach of this Agreement and the liquidated damages provision at paragraph 22 shall apply to any unauthorized termination of this Agreement.

29. **Right of First Refusal.** As a material inducement to Leck to enter into this Agreement, upon the termination of this Agreement, Customer grants to Leck a right of first refusal with regard to any offer ("Offer") which Customer receives related to waste and recycling collection and disposal services. Customer agrees to provide to Leck (a) written Notice of any such Offer within three (3) days of receipt of same; and (b) a reasonable opportunity of at least fifteen (15) days to match the Offer in terms of cost, term, and frequency of collection. In the event that Leck does not advise Customer of its decision to match the Offer within fifteen (15) days, Customer shall have no further obligation to Leck. In the event that Leck advises Customer of its election to match the Offer, this Agreement shall renew upon those terms of cost, term and frequency of collection. This Right of First Refusal is legally binding upon Customer and shall not be affected by Customer's efforts to consolidate (either nationally, regionally, or locally) collection and disposal services with affiliates of Customer or to consolidate collection and disposal services with adjacent property owners and/or business owners. Customer acknowledges that this Right of First Refusal is reasonable and necessary to protect the legitimate interests of Leck and constitutes a material inducement to Leck to enter into this Agreement.

30. **Assignment.** Leck shall have the unrestricted right to transfer or assign this Agreement or any right or obligation under this Agreement following Notice to Customer of at least five (5) days prior to the date of such assignment.

31. **Customer Representation.** Customer specifically acknowledges and agrees that Leck has relied upon the representation of Customer that it is not currently subject to an unexpired agreement for similar services.

32. **Joint and Several Obligations.** All obligations of Customer under this Agreement shall be joint and several.

33. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

34. Waste Brokers/Consultants. This Agreement is between Customer and Leck. Customer specifically acknowledges and agrees that Leck will not accept any attempted delegation of authority by Customer to a waste broker/consultant with regard to any matter related this Agreement. Specifically, and without limiting the generality of the foregoing, Leck will not provide any information related to this Agreement to a waste broker/consultant and will not negotiate terms with a waste broker/consultant.

35. Time is of the Essence. The Parties agree that all times for performance of this Agreement are of the essence.

36. Business Day. If any date on which a Party is required to make a payment, or a delivery or perform Services pursuant to the terms hereof is not a Business Day, then such Party shall make such payment or delivery on the next succeeding Business Day.

37. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any dispute hereunder shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

38. Arbitration. With respect to a dispute arising hereunder which cannot be remedied as set forth herein or which the Parties are unable to resolve, such matters shall be decided by neutral, binding arbitration and not by court action, except as provided by Pennsylvania law for judicial review of arbitration proceedings. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules. The expenses of the arbitration shall be paid by the non-prevailing Party as provided herein. In the absence of a non-prevailing Party, the expenses of the arbitration shall be assessed by the arbitrators and specified in the written decision. In the absence of a non-prevailing Party and a determination or assessment of expenses of the arbitration procedure in the award, all of the expenses of such arbitration shall be divided equally between Customer and Leck. In the absence of a non-prevailing Party, each Party in interest shall be responsible for and pay the fees, costs and expenses of its own counsel. There shall be no appeal from the decision of the arbitrators, and upon the rendering of the award, any Party thereto may file the arbitrator's decision in the proper court for enforcement as provided by applicable law.

39. Entire Agreement. This Agreement, which includes these standard terms and conditions and any attached schedules, represents the entire understanding and agreement between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, that may exist between Customer and Leck with respect to the Services.

40. Unenforceable Provisions. In the event that any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the invalidity or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

41. **Conflicting Provisions.** In the event of a conflicting provision between the Service Agreement and these standard terms and conditions, the Service Agreement shall control and prevail.

42. **Amendment to Standard Terms and Conditions.** Leck may amend these standard terms and conditions at any time by posting a revised version of same on its website. The revised version will be effective at the time Leck posts it and provides Notice thereof to Customer. In the event that the revised version includes a material change, Leck must provide Customer with written Notice of at least thirty (30) days and such material change will not become effective until the expiration of the thirty (30) day period unless accepted earlier by Customer.

43. **Headings.** Headings are for convenience only and have no legal or contractual effect.

44. **No Waiver.** Failure by Leck to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance.

45. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the Service Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this paragraph 45). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this paragraph 45.

46. **Legal Signature.** It is the intent of the Parties that this Agreement will be executed electronically. A fax or electronic signature of any Party shall be considered to have the same binding legal effect as an original signature. Handwritten or other changes to this Agreement will not be recognized as binding unless signed and dated by an authorized Leck representative.

47. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.