

CORPORATE OFFICE
49 Sherwood Drive, Suite A
Lake Bluff, Illinois 60044



FOR SERVICES RENDERED AT
22100 S. Central Avenue
Richton Park, Illinois 60471

OFFICE 224.212.1250 • www.SEXTONRECYCLING.com • 224.212.1260 FAX

Shingle Recycling Service Agreement

This Agreement ("Agreement") is effective as of this ____ day of _____, 20__ ("Effective Date"), between _____, with offices located at (or residence if homeowner) _____ ("Customer"), and **Sexton Properties R.P., LLC**, with offices located at 49 Sherwood Terrace, Suite A, Lake Bluff, Illinois 60044 ("Sexton").

SECTION 1 MATERIALS & PROCEDURES

During the term of this Agreement, subject to availability of airspace or periodic quantity limitations imposed by applicable law, regulation, permits or otherwise, Sexton shall receive, process and/or dispose of asphalt roofing shingles (hereinafter referred to as "Shingles") delivered by Customer to the Sexton Richton Park Facility, located at 22100 S. Central Ave, Richton Park, IL 60471 ("Facility"). In addition to this Agreement, Customer has executed and delivered to Sexton a Supplier/Generator Training Acknowledgement and Source Certification ("Acknowledgement & Certification").

All delivery vehicles entering the Facility will be weighed at the inbound scale. The hauler will provide its company name, and the Facility attendant will obtain the license plate, vehicle number, weight of the load, the date and time of arrival, type of material delivered and the address/origin of the load. The Facility attendant has the right to reject or deny access to the Facility for any vehicle known or suspected to be hauling unacceptable waste or operating in an unsafe condition. Unacceptable waste that Sexton reserves the right to reject includes, without limitation, any loads that Sexton believes, in its sole discretion, may contain more than 1.5% non-recyclable material, potentially hazardous, infectious, radioactive or toxic materials of any quantity or asbestos containing material (ACM).

Haulers who deliver unacceptable waste will be subject to rejection, fees, fines and additional scrutiny on subsequent deliveries. Haulers who repeatedly attempt to deliver unacceptable waste will be subject to suspension or may be banned from the Facility.

Incoming materials shall be placed only in an area designated by Sexton personnel during approved hours of operation and in accordance with Sexton's procedures. Vehicles identified as discharging unacceptable waste will be directed to cease unloading. If the unacceptable waste has already been unloaded, it will be loaded back into the vehicle and returned to Customer. If for any reason, unacceptable waste cannot be returned to Customer, then it will be segregated, placed in roll off containers for temporary storage and handled and disposed of in accordance with applicable regulations governing the disposal of deleterious wastes, all at Customer's sole expense. Customer's obligations under Section 1 and Section 2 shall survive the termination of this Agreement.

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SECTION 2

TITLE

Incoming materials shall be deemed to be in quarantine until it is determined that no unacceptable waste is included in the materials. Title to incoming materials delivered by Customer shall remain with Customer until they clear quarantine. Under quarantine, loads will be tested and inspected. If a quarantined load contains unacceptable waste or if any certification by Customer in the Acknowledgement & Certification proves to be untrue with respect to incoming materials, Customer shall promptly remove such materials and any resulting contamination from the Facility. Customer shall bear all expenses of such removal and clean-up and may be assessed a non-compliance fee at the sole discretion of Sexton. Only after a load of incoming materials clears quarantine will title to such materials pass to Sexton.

SECTION 3

TERM

This Agreement shall be in effect for a period of one (1) year from the Effective Date and, thereafter, will automatically renew for an additional one (1) year period on each subsequent anniversary of the Effective Date, unless: 1) Customer or Sexton sends written notice to the other party terminating this Agreement, in which event, this Agreement shall terminate on the date that is thirty (30) days after the date of such notice; or 2) Customer has not made a delivery to the Facility for a period of three (3) years, in which event, this Agreement will automatically terminate on the date that is three (3) years after the date of the last delivery; or 3) either party breaches the terms of this Agreement, in which event, this Agreement may be terminated by the non-breaching party upon five (5) days' written notice to the breaching party; or 4) the Facility ceases operations. If any certification made by Customer under the Acknowledgement & Certification shall prove to be untrue, it shall be deemed to be a breach under this Agreement.

SECTION 4

COMPLIANCE WITH LAWS

Sexton and Customer shall comply with all applicable local, state, and federal laws pertaining to the delivery, handling and disposal of the Shingles. When at the Facility, Customer and any hauler employed by Customer shall comply with the work and safety rules which have been promulgated by Sexton to govern operations at the Facility.

SECTION 5

DISPOSAL RATES

The rates for acceptance and disposal of the Shingles are set forth in attached **Exhibit A**. Good faith efforts will be made to give Customer prior notice of upcoming rate increases at the Facility; provided, however, that Sexton reserves the right to adjust rates, in its sole discretion, at any time for any reason without prior notice.

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SECTION 6

PAYMENTS

After the close of each month or on such other periodic basis as Sexton may elect, Sexton will send Customer an invoice reflecting the weight of Shingles delivered to and processed by the Facility on a daily basis for the period of time covered by such invoice and the amount due from Customer. Customer agrees to make payment within thirty (30) days after receipt of an invoice. Late fees will be assessed at a rate of 1.5% per month on any outstanding balances. It is Customer's responsibility to notify Sexton of any billing address changes.

SECTION 7

EXCUSED NON-PERFORMANCE

Except for the obligation to pay any amounts due and owing under this Agreement, performance under this Agreement may be suspended by either party due to causes beyond the reasonable control of such party. Such causes include, but are not limited to: strikes; riots; war; fire; flood; lack of adequate fuel, power or labor; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; injunctions and restraining orders; and acts of God. A party asserting a right to suspend performance under this Section must, within a reasonable period of time after it has knowledge of the effective cause, notify the other party of the cause for the suspension, the performance suspended and the anticipated duration of the suspension. Once the suspending event ends, the party which has suspended performance will so advise the other party and will promptly resume performance.

SECTION 8

INDEMNITY

Customer hereby agrees to indemnify, hold harmless and defend Sexton from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation, attorneys' fees, court costs and litigation expenses ("Legal Costs")) arising in whole or in part as a result of a breach of any provision of this Agreement by Customer, any negligent or willful act or omission of Customer, its employees or subcontractors in the performance of this Agreement or the delivery of any unacceptable waste to the Facility by Customer, including any claim for loss of or damage to property and injury to or death of persons. Sexton hereby agrees to indemnify, hold harmless and defend Customer from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, Legal Costs) arising in whole or in part as a result of a breach of any provision in this Agreement by Sexton or any negligent or willful act or omission of Sexton, its employees or subcontractors in the performance of this Agreement, including any claim for loss of or damage to property and injury to or death of persons. The terms of this Section 7 shall survive the termination of this Agreement.

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SECTION 9

ASSIGNMENT

This Agreement is assignable by Sexton without the prior consent of Customer, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not assignable by Customer without the prior written consent of Sexton. If Customer is a non-publicly traded corporation, limited liability company or partnership, then a change in the ownership interest(s) (including, without limitation, any dissolution, merger, consolidation or reorganization of Customer, or any issuance, sale, gift, transfer or redemption of the ownership interests of Customer) that constitute Control (as hereinafter defined) of Customer is treated as an assignment requiring Sexton's consent. "Control" means possession of the power to vote not less than a majority interest of any type of ownership interest or to direct or cause the direction (directly or indirectly) of the management or policies of an entity through ownership interests.

SECTION 10

INDEPENDENT CONTRACTOR

Each party is and shall perform this Agreement as an independent contractor, and as such shall have and maintain complete control over all its employees, agents and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

SECTION 11

NOTICES

All notice to be given hereunder by either party to the other shall be in writing and sent by personal delivery, overnight courier with evidence of receipt or U.S. certified or registered mail, return receipt requested, postage prepaid, to the addresses of the parties set forth in the first paragraph of this Agreement, or to such other address as a party may designate to the other by written notice in the manner herein provided. Any such notice shall be effective upon delivery, if personally delivered, one (1) business day after delivery to the overnight courier or three (3) business days after deposit in the U.S. mail.

SECTION 12

COSTS OF ENFORCEMENT, VENUE & TRIAL BY JURY

If legal action, arbitration or another similar proceeding is initiated to enforce or interpret any provision of this Agreement, the prevailing party is entitled to the award of its Legal Costs. The "prevailing party" is the party that receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. Each party hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Illinois and of the United States of America located in the City of Chicago for any actions, suits or proceedings arising out of or relating to this Agreement. SEXTON AND CUSTOMER EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

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SECTION 13

MISCELLANEOUS

This Agreement, together with the Acknowledgement & Consent, constitutes the entire understanding between Sexton and Customer, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter. No changes, alterations or modifications to this Agreement will be effective unless signed by Sexton and Customer. Except as otherwise expressly provided in this Agreement, no waiver by a party of a breach by the other party is deemed to be a waiver of any other breach by the other party and a party's acceptance of payment or performance from the other party after a breach of this Agreement by the paying or performing party is not deemed to be a waiver of the breach, whether or not the breach was known to the non-breaching party when it accepted payment or performance. A party's failure or delay in exercising any right it may have arising out of the other party's breach of this Agreement does not prohibit or limit the non-breaching party from subsequently exercising its rights, nor does it operate as a waiver of the breach or a modification of this Agreement, even if the breach continues or is repeated. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all the parties, and all of which shall be construed together as a single instrument. This Agreement shall be governed and construed under the laws of Illinois without regard to its conflicts of law principles. In the event that any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Executed as of the day and year first written above.

Sexton Properties R.P., LLC

Customer: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

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EXHIBIT A

(See Following Page)

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CCDD, Aggregate & Asphalt Shingle Recycling Price Sheet as of January 1st, 2015

Inbound Material

CLEAN SOIL

Semi Load	\$70.00 Per Load*
10 Wheeler	\$60.00 Per Load*
6 Wheeler	\$50.00 Per Load*
Pick-up	\$30.00 Per Load*

CLEAN BRICK

Semi Load	\$75.00 Per Load*
* Plus EPA Tax of \$0.20 per Yard	

ASPHALT

Semi Load	\$75.00 Per Load
10 Wheeler	\$65.00 Per Load
6 Wheeler	\$55.00 Per Load

CLEAN CONCRETE

Semi Load	\$25.00 Per Load
Hard to Handle	\$50.00 Per Load

CLEAN ASPHALT SHINGLES

Post-Consumer (Tear Off)	\$35.00 / Ton
Manufacturer's Shingles	Call

Outbound Material For Sale

CONCRETE

CA6	\$7.25 Per Ton
6" PGE	\$7.00 Per Ton
3" Crushed	\$7.75 Per Ton

ASPHALT

CA6	\$6.00 Per Ton
6" Crushed	\$6.00 Per Ton

RECLAIMED ASPHALT SHINGLES (RAS)

IDOT-SPEC	\$55.00 Per Ton
Custom	Call

- **\$30.00 Minimum**
- **Loads Subject To Sales Tax, Testing & Regulatory Fees**
- **Volume Pricing Available**
- **Prices Subject To Change**

Any Questions Please Contact:

Mark Stearns: (847) 571-1270
Ticket Office: (847) 372-6942