

ACCESS AGREEMENT

This Access Agreement (Agreement) is made by and among the Missouri Department of Natural Resources (MDNR), the Missouri Attorney General's Office (AGO), Waste Corporation of Missouri (WCM), and ETC of Missouri, Incorporated (ETC). The parties stipulate and agree as follows:

WHEREAS, MDNR is responsible for the enforcement of Sections 260.200 through 260.345 RSMo., the Missouri Solid Waste Management Law (MSWML), and its implementing regulations; and

WHEREAS, ETC owns real property located on the west side of Lake Road 7-5 near its intersection with State Highway 7, Camden County, Missouri (the Site); mailing address: 39 Wolf Pen Hollow, Camdenton, MO 65020; and

WHEREAS, the Site now contains regulated solid waste (primarily dock foam) that was dumped on the property, in violation of §260.210.1, RSMo.; and

WHEREAS, AGO represents MDNR in its enforcement action against ETC; and

WHEREAS, WCM is conducting Supplemental Environmental Performance Projects (SEPPs), including assisting in the cleanup of solid waste dumps, as part of compliance actions agreed to in a Settlement Agreement with MDNR.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. The provisions of this Agreement apply to and are binding on the parties executing this Agreement, and their contractors, successors, assigns, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under, through,

or for the parties agreeing hereto. All rights granted to WCM and MDNR pursuant to this Agreement also extend to WCM's and MDNR's contractors, subcontractors, employees, and agents.

2. This Agreement allows WCM access to the Site in order to set 100-yard trailers or roll-off containers, temporarily store such containers at the Site, and pick up the containers after they are filled with dock foam from the Site by ETC in order to deliver the dock foam to a processing facility. WCM shall also have the right to access the Site in order to inspect WCM's equipment during cleanup activities. WCM shall bear the cost of hauling and setting the containers.

3. WCM shall not be responsible for removing or disposing of any whole scrap tires, hazardous wastes, or any other items banned from landfills (listed in paragraph 10) encountered during the dock foam cleanup.

4. WCM and ETC shall comply with all federal, state, county, and city laws, regulations, and ordinances, which may affect or pertain to the dock foam removal being conducted on the Site.

5. ETC shall not interfere with WCM as WCM removes the dock foam from the Site.

6. ETC shall be responsible to WCM for any damage incurred to WCM's containers or other equipment while at the Site.

7. ETC shall hold WCM and MDNR harmless from any claims they might be able to assert related to or arising out of the cleanup activity.

8. ETC shall hold WCM and MDNR harmless from any claims for any alleged value of the dock foam removed from the Site.

9. ETC shall give MDNR employees access to the Site for inspection during the cleanup period.

10. ETC shall have the responsibility to fill the waste containers with dock foam from the Site, identified as such by MDNR, in a timely manner as agreed upon in paragraphs 11 and 12,

and to not fill the containers with waste other than the dock foam dumped on their property, including waste brought in from other parties. Waste placed in the containers shall not include waste banned from landfills such as whole scrap tires, major appliances, waste oil, lead-acid batteries, yard waste, or hazardous wastes.

11. Mark Phillips, WCM, shall coordinate all communication between the parties, including the timing of the ETC Site cleanup. WCM shall set the first container on or about June 3, 2013. ETC shall fill the containers as soon as possible but no later than three (3) days of the delivery of the first trailer or container, and will contact Mr. Phillips, WCM, by telephone at 573.317.6376 immediately upon filling the trailer or container. WCM shall pick up the trailer or container and reset another as soon as possible, and no later than one business day of notification, unless otherwise agreed upon. This process shall continue until the site is clean of dock foam, and shall be completed no later than November 29, 2013.

12. MDNR acknowledges that weather may impede ETC's cleanup progress. If ETC is delayed in filling a container currently on the Site or in their preparation for the next container set, ETC shall telephone Mr. Phillips immediately and will advise Mr. Phillips when they will resume the cleanup, but no later than seventy-two hours after telephoning Mr. Phillips.

13. ETC shall prepare for the cleanup by sorting recyclable materials and salvageable metals from the waste prior to the start of the cleanup. All of these materials must be properly recycled and salvaged. ETC shall also prepare for the cleanup by consolidating the dock foam near the entrance area where it can be easily loaded into WCM's containers.

14. If any waste regulated by MDNR, other than dock foam, is discovered on the Site during the removal of the dock foam, ETC shall notify MDNR of such waste and shall be responsible for its prompt removal and disposal or recycling at an appropriate and legal destination. Copies of any and all receipts for disposal or recycling, other than what is removed by WCM, shall

be sent to Mr. Todd Schneider, in care of MDNR's Solid Waste Management Program, P.O. Box 176, Jefferson City, MO 65102-0176.

15. ETC shall not, at any time in the future, dump or deposit, or allow others to dump or deposit any wastes regulated by the MDNR on the Site, including but not limited to solid waste, scrap tires, or hazardous waste, as those terms are defined by §260.200(43), 260.200(37) and 260.360(11), RSMo, respectively. If dumping is discovered in the future, ETC shall be subject to enforcement action, including the assessment of penalties.

17. Nothing in this Agreement shall be construed as excusing or forgiving future noncompliance with any of Missouri's environmental laws, including but not limited to, the Missouri Solid Waste Management Law, Missouri Hazardous Waste Law, Missouri Clean Water Law, or the Missouri Air Pollution Control Law or the rules and regulations promulgated thereunder, or requiring MDNR or the Attorney General to forego pursuit by any legal means of any future noncompliance by ETC with Missouri's environmental laws.

18. By signing this Agreement, all signatories warrant that they have read and understand the terms of this Agreement, and that they have the authority to sign this Agreement on behalf of their respective party.

19. The effective date of this Agreement shall be the date MDNR signs and dates this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

ETC of MISSOURI, INCORPORATED

Michael Duncan Dir
ETC of Missouri Inc.

Michael Duncan, President

5-31-2013

Date

Stephanie Duncan Treas.
ETC of Missouri Inc.

Stephanie Duncan, Treasurer

5-31-2013

Date

WASTE CORPORATION OF MISSOURI

Kevin O'Brien
Kevin O'Brien

Regional Director of Engineering, Compliance & Governmental Affairs

RVD
6-4-13

Date

MISSOURI ATTORNEY GENERAL'S OFFICE

Don Willoh
Don Willoh

Assistant Attorney General

6-3-13

Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Larry Lehman
Larry Lehman

Compliance/Enforcement Section Chief,
Solid Waste Management Program

6-4-13

Date