

WSG Rules & Requirements

You may deliver Septage only at this Facility, unless WSG otherwise authorizes you.

Septage is defined as material primarily of a sewage origin physically removed from any part of an on-site sewage disposal system, including, but not limited to, the solids, semi-solids, scum, sludge and liquid contents of a septic tank, privy, cesspool, holding tank, or other sewage waste receptacle.

Septage delivered to this facility MAY NOT contain anything which could...

- create a fire or explosion hazard;
- cause corrosive structural damage;
- be defined as a hazardous waste, including those wastes which are specifically listed in the Massachusetts hazardous waste regulations, 310 CMR 30.000.
- be defined as an industrial waste of any kind, such as any liquid, gaseous, or solid waste resulting from an industrial or manufacturing process.

All Septage delivered to this Facility by you shall exhibit ONLY the characteristics of Septage normally produced by residences, stores, other commercial establishments, schools, and offices. Under no circumstances shall Septage delivered to this Facility by you: (i) have a pH less than 5.5 or greater than 9.5 S.U.; (ii) contain fats, oils or grease in concentrations greater than 100 ppm by weight; (iii) leachate of any kind or concentration; (iv) contain more than one percent (1%) solids; (v) contain any medical or infectious wastes; (vi) contain any radioactive wastes or isotopes; or (vii) contain any type of hazardous or toxic liquids or wastes, or other materials which WSG determines, in its sole and absolute discretion, may pose a threat to public health or safety or which may cause damage to the operation of this Facility.

Samples will be retained from each load delivered to the Facility.

EACH INCOMING DELIVERY WILL BE SUBJECT TO SUCH TESTS AS WSG DEEMS NECESSARY TO DETERMINE THE DELIVERY'S COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, STANDARDS AND REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENTS OF WSG'S INDUSTRIAL DISCHARGE PERMIT.

WSG may reject any delivery of waste which fails to meet these standards.

The actual volume delivered per this manifest will be measured by a flow meter which has been calibrated and certified by the manufacturer to an accuracy of .5%.

The terms of this Non-hazardous Wastewater Manifest are contained on both sides of this page.

"On behalf of _____ (name of company), I hereby certify that I have read the foregoing Rules and Regulations, understand them, and agree to abide by and be bound by the same."

Signature of Officer or Director

Print Name: _____

Title: _____

Date: _____

CREDIT APPLICATION

COMPANY INFORMATION

Company Name:

Address:

Address 2:

Address 3:

State/Zip Code:

Telephone:

Fax Number:

Website URL:

BILLING INFORMATION

Billing Address:

Address 2:

Address 3:

State/Zip Code:

Telephone:

Fax Number:

CHIEF EXECUTIVE OFFICER

Name:

Telephone:

Email:

COMPANY LEGAL STRUCTURE (check one)

Incorporated:

Partnership:

Trust:

Other:

Describe: _____

CHIEF FINANCIAL OFFICER

Name:

Telephone:

Email:

CREDIT REFERENCES

Company Name:

Address:

Address 2:

Telephone:

Contact Person:

Title:

BANK REFERENCES

Bank Name:

Acct Number:

Name on Acct:

Bank Name:

Acct Number:

Name on Acct:

(For Office Use Only)

LINE OF CREDIT AMOUNT: _____

I certify that the information on this form is true and accurate to the best of my knowledge and belief. In consideration for granting the line of credit amount set forth above, I also agree to be bound by the following terms, in the event payments are not made as required: 1) interest will be added and paid at the rate of 1.5 percent per month (18% per annum); 2) collection costs including reasonable attorney fees will be added and paid on the unpaid balance. I further agree to be bound by Water Solution Group, LLC's Rules and Regulations listed on the reverse side of this Credit Application.

Signature of Officer or Director

Print Name: _____

Title: _____

Date: _____

INDIVIDUAL CONTINUING GUARANTY

For Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned for themselves, their heirs, executors, Personal representatives, successors and assigns, (Individually called "Guarantor and collectively called "Guarantors") jointly and severally and in solido, hereby unconditionally guarantee to Water Solutions Group, LLC., its successors, endorses and assigns, (collectively called "WSG") that _____ (the "Company") whose address is _____ shall promptly and fully perform, pay and discharge all of their present and future liabilities, obligations and indebtedness to WSG, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with or otherwise acquired by WSG (all of which liabilities, obligations and indebtedness are herein individually and collectively called the "Indebtedness").

This Guaranty is an absolute and unconditional guarantee of payment and not of collectibility. The liability of each Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency or enforceability of the indebtedness or any instruments, agreements or chattel paper related thereto (collectively called "Agreements") or any security or collateral therefor (collectively called "Security") or the pursuit by WSG of any rights or remedies which it now has or may hereafter have. If the Company fails to pay the indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any of the Agreements, such Guarantor agrees to pay on demand the entire Indebtedness and all losses, costs, attorneys' fees and expenses which may be suffered by WSG by reason of the Company's default of any Guarantor hereunder, and agrees to be bound by and to pay on demand any deficiency established by the sale of any of the Agreements or Security, all without relief from valuation and appraisal laws and without requiring WSG to (i) proceed against the Company by suit or otherwise, (ii) foreclose, proceed against, liquidate or exhaust any of the Agreements or Security, or (iii) exercise, pursue or enforce any right or remedy WSG may have against the Company, any Co-Guarantor (whether hereunder or under a separate Instrument) or any party.

Each Guarantor agrees that this Guaranty shall not be discharged or affected by any circumstances which constitute a legal or equitable discharge of a guarantor or surety, or by the death of any Guarantor, and that Guarantor will not avail itself of any defense whatsoever which the Company may have against WSG, other than full payment of the Indebtedness; that Guarantor will not exercise any right of subrogation it may acquire, by any payment hereunder or otherwise, unless and until all indebtedness has been paid in full, and if any amount is paid to a Guarantor on account of such right of subrogation while any Indebtedness remains unpaid, such amount will be paid forthwith to Hale to be credited against the Indebtedness, whether matured or unmatured.

EACH GUARANTOR HEREBY WAIVES NOTICES OF ANY ADVERSE CHANGE IN THE COMPANY'S CONDITION OR OF ANY OTHER FACT WHICH MIGHT MATERIALLY INCREASE SUCH GUARANTOR'S RISK, WHETHER OR NOT WSG HAS KNOWLEDGE OF THE SAME.

With respect to each Guarantor, no termination hereof shall be effective until such Guarantor delivers to WSG a written notice signed by him electing not to guarantee any new extension of credit that may be granted try by WSG to the Company after its receipt of such notice but such notice shall not affect the obligations of that Guarantor hereunder as to any and all Indebtedness existing at the time such notice is received. Each Guarantor hereby waives (i) notice of acceptance hereof and notice of any extensions of credit given by WSG to the Company from time to time: (ii) presentment, demand, protest, and notice of non-payment or protest as to any note or other evidence of Indebtedness signed, accepted, endorsed or

assigned to WSG by the Company (iii) all exemptions and homestead laws; and (iv) any other demands and notices required by law.

WSG may at any time and from time to time, without notice to or the consent of any Guarantor, and without affecting or impairing the obligation of any Guarantor hereunder: (a) renew, extend or refinance any part of all of the Indebtedness of the Company or any Indebtedness of its customers, or of any Co-Guarantor (whether hereunder or under a separate instrument) or any other party; (b) accept partial payments of the Indebtedness and apply such payments to any part of the Indebtedness; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the Indebtedness, any Security, or any Indebtedness of any Co-Guarantor (whether hereunder or under a separate instrument) or any other party; (d) consent to the transfer of any Security, (e) bid and purchase at any sale of any of the Agreements or Security; and (f) exercise any and all rights and remedies available to WSG by law or agreement even if the exercise thereof may affect, modify or eliminate a Guarantor's right of subrogation against the Company. Each Guarantor shall continue to be liable under this Guaranty, the provisions hereof shall remain in full force and effect, and WSG shall not be estopped from exercising any rights hereunder, notwithstanding (i) WSG's waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Agreements; (ii) any release of, or failure on the part of WSG to perfect any security interest in or foreclose, proceed against, or exhaust, any Security; or (iii) WSG's failure to take new, additional or substitute security or collateral for the Indebtedness.

EACH GUARANTOR AGREES THAT WSG MAY BRING ANY LEGAL PROCEEDINGS IT DEEMS NECESSARY TO ENFORCE ANY OR ALL SUCH GUARANTOR'S OBLIGATIONS HEREUNDER IN ANY COURT IN THE STATE IN WHICH WSG IS LOCATED; AND SERVICE OF PROCESS MAY BE MADE UPON SUCH GUARANTOR BY MAILING A COPY OF THE SUMMONS TO SUCH GUARANTOR AT ITS ADDRESS LAST KNOWN TO WSG. EACH GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY.

All rights and remedies of WSG are cumulative and not alternative. Each provision of this Guaranty is intended to be severable. My term or provision hereof declared to be contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof. This Guaranty shall be governed by Massachusetts law, without regard to rules concerning choice of law.

In witness whereof, the Guarantors have executed this guaranty on _____, 200_.

GUARANTOR:

S.S.# _____

BY: _____

Individually

Address: _____

Telephone: _____