

Exhibit B

PARTICIPATION AGREEMENT
FOR THE CLEANS STREAMS FOUNDATION, INC. TRUST

This Participation Agreement ("Participation Agreement") entered into this _____ day of July 31, 2015, by and between New Enterprise Stone & Lime Company, Inc. (hereinafter referred to as the "Participant" or "Agent"), with a place of business at 3912 Brumbaugh Road, P.O. Box 77, New Enterprise, Pennsylvania 16664, and the CLEAN STREAMS FOUNDATION, INC. ("Trustee" or "Foundation"), a Pennsylvania nonprofit corporation, with its registered place of business at 160 North McKean Street, Kittanning, Pennsylvania, 16201.

WHEREAS, the Participant wishes to provide funds and/or other assets to assure that funds will be available in the future for the operation of water treatment systems, for the prevention of pollution, and for the protection of natural resources; and

WHEREAS, the Trustee has established through a Declaration of Trust, dated April 7, 2001, a Trust which purpose is to help assure that funds are available to the Commonwealth of Pennsylvania in the future to operate and maintain treatment systems, to prevent pollution, and to protect natural resources from the adverse impacts of untreated discharges into waters of the Commonwealth (the "Trust"); and

WHEREAS, the Trustee has agreed and is willing to accept funds and/or other assets from the Participant and perform the duties as are required to be performed pursuant to this Participation Agreement and the Declaration of Trust; and

WHEREAS, the Participant wishes to establish a subaccount within the Trust so that funds and other assets will be available in the future for certain watershed conservation projects in the Quemahoning Creek watershed, for the prevention and abatement of pollution,

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for the protection and enhancement of natural resources in the Commonwealth of Pennsylvania; and the health and welfare of the public.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings of the parties as set forth herein, and with the intention of being legally bound hereby, the parties agree as follows:

ARTICLE ONE

DEFINITIONS

§1.1 The “Department” means the Pennsylvania Department of Environmental Protection, and its successor if any, which is the governmental agency with responsibilities related to the administration of the water pollution control and mining reclamation programs in Pennsylvania.

§1.2 “Operate” means, but is not limited to, the operation, maintenance, improvement, and replacement of the currently existing and functioning treatment facilities approved by the Department and any other facilities which may be required in the future.

§1.3 “Participant” means New Enterprise Stone & Lime Company, Inc., who has elected to participate in the Trust pursuant to this Participation Agreement entered into between the Participant and the Foundation, for purposes of providing funds and/or other assets to assure that funds will be available in the future for the operation of certain treatment systems, for the public purpose of prevention or abatement of pollution, and for the protection of natural resources, the environment, and the health and welfare of the public.

§1.4 “Watershed Conservation Projects” means any watershed improvements approved by the Department along the entire length of Quemahoning Creek for the public purpose of the prevention and abatement of pollution, of the protection and enhancement of

natural resources in the Commonwealth of Pennsylvania; and the health and welfare of the public (see Exhibit A).

§1.5 “Trustee” means the Foundation acting as trustee under the terms and provisions of the Declaration of Trust dated April 7, 2001, and a Participation Agreement entered into with a Participant.

ARTICLE TWO

PARTICIPATION IN THE TRUST

§2.1 The Participant agrees to provide certain funds and/or other assets to be initially held by the Trustee in an Escrow Account for purposes of assuring that funds are available in the future for certain Watershed Conservation Projects as defined in Section 1.4 hereof, for the prevention and abatement of pollution, of the protection and enhancement of natural resources in the Commonwealth of Pennsylvania; and the health and welfare of the public; as determined by the Department.

§2.2 Any payments made by the Participant or on its behalf to the Trustee for deposit into the Escrow Account shall consist of cash, bank checks, bank wire transfers, negotiable instruments, or other property acceptable to the Trustee. The Trustee shall have no responsibility for the amount or adequacy of such payment, but the Trustee shall notify the Department in writing of any deficiencies in the payments agreed to be made by the Participant whenever the Trustee has knowledge of such deficiencies.

§2.3 The Trustee agrees to establish within the Trust, a Sub-Account designated as “Quemahoning Creek Watershed Conservation Trust Sub-Account” (“Sub-Account” or “Quemahoning Creek Trust”).

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§2.4 The Participant agrees that the sum of \$205,168.40, which the Foundation shall hold in the Escrow Account, may be transferred to fund the Sub-Account upon fulfillment by the Department of its undertakings pursuant to Paragraph 4 of the Consent Order and Agreement entered into between the Participant and the Department, which is attached as Exhibit A and incorporated herein by reference.

ARTICLE THREE

ADMINISTRATION

§3.1 The principal of the Sub-Account shall consist of:

(a) The payments or transfers to the Trustee made by the Foundation acting as Escrow Agent pursuant to this Agreement for said Sub-Account.

(b) Such payments from time to time and at any time to the Trustee as such may be directed by the Department pursuant to any agreement between the Department and the Participant.

(c) Cash, funds or property transferred from any person to the Trustee and accepted by the Trustee for said Sub-Account.

(d) Any proceeds from surety bonds which are transferred to the Trustee for said Sub-Account.

(e) All investments, reinvestments, assets or proceeds attributable to or derived from the foregoing items in this §3.1.

(f) All earnings, accretions and profits received with respect to the foregoing items in this §3.1.

§3.2 The Trustee shall hold and administer the funds of the Sub-Account in accordance with the terms and conditions of the Declaration of Trust.

§3.3 The Trustee shall distribute such amounts from the Sub-Account as the Department shall direct to pay for Watershed Conservation Projects. This amount shall be paid to a third party administrator who shall be under contract with the Trustee. The third party administrator shall be responsible for developing, overseeing, and paying the costs of the Watershed Conservation Projects in accordance with any instructions that may be issued by the Department in relation thereto. These watershed improvements shall be approved by means of an annual budget that the third party administrator shall submit to the Department each year by January 15th. The budget shall contain both the actual expenditures for each project from the previous year and the proposed expenditures for each project proposed for the current year. The Department shall submit its initial comments to the third party administrator by January 31st and approve a final version of the annual budget by February 28th of the current year. The budget shall be structured to assure the long term preservation of the Trust principal although short term variations may be considered. Any changes to the approved budget must be approved by the Department. All work on the approved Watershed Conservation Projects shall be reimbursed by invoices that are to be submitted to the Department for review and for approval. The Department and the Trustee in their sole discretion may decide to modify or terminate the third party administrator's duties and obligations under this Participation Agreement at any time in the future. The third party administrator shall waive any rights that it may have to challenge the Department's decision in this regard.

§3.4 The Participant understands that the Trust is intended to be categorized, for federal and state income tax purposes, as a charitable trust in accordance with and under the

provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and any implementing regulation cited therein or any corresponding successor provision.

§3.5 The Participant hereby adopts the Declaration of Trust as the document which governs the administration of this Participation Agreement and the Sub-Account and directs the Trustee to hold and administer the Sub-Account in accordance with the terms and conditions of the Declaration of Trust. The Participant acknowledges that the Commonwealth of Pennsylvania acting through the Department is the legal beneficiary of the Trust and has all rights of a beneficiary under the law, as well as the rights granted under the Declaration of Trust. The Department shall have access to the Trust as provided therein.

§3.6 The funds in the Sub-Account and any other property held by the Trustee pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no legal title to any part of the Trust Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into the Trust shall extinguish and remove all of Participant's interest in the Trust from Participant's estate under the Bankruptcy Code or similar laws.

§3.7 Except as otherwise provided in this Participation Agreement and Paragraph 5 of the Consent Order and Agreement attached hereto as Exhibit A, all payments made to the Trustee or deposits into the Trust by the Participant shall be irrevocable once made, and upon delivery thereof by the Participant, all interest of the Participant therein shall cease and

terminate. No part thereof, nor any income therefrom, shall be used for or devoted to purposes other than for the exclusive benefit of the Department and the Trust as provided herein.

§3.8 Any payments made by the Participant or on its behalf to the Trustee for deposit into the Trust shall consist of cash, bank checks, bank wire transfers or other negotiable instruments acceptable to the Trustee. The Trustee shall have no responsibility for the amount or adequacy of such payment, but the Trustee shall notify the Department of any deficiencies in the payments agreed to be made by the Participant whenever the Trustee has knowledge of such deficiencies.

§3.9 The Trustee shall at least quarterly furnish the Beneficiary with a statement providing an accounting of all transactions involving the Sub-Account and confirming the value of the Sub-Account. Such statement shall value Trust investments at market value which shall be that market value determined not more than thirty (30) days prior to the date of the statement.

§3.10 The Trustee shall be responsible for keeping all appropriate books and records relating to the receipt and disbursement of all moneys and assets under this Agreement. The Trustee shall also cause to be prepared all income tax or information returns required to be filed with respect to the Trust and shall execute and file such returns. The Participant, upon request, shall furnish the Trustee with such information as may be reasonably required in connection with the preparation of such income tax or information returns.

§3.11 Upon the completion of the Participant's obligations, all rights, titles and interest in the Sub-Account shall vest in the Department; provided, however, that the Trust as to the Sub-Account shall continue until the Trustee is directed to terminate the Trust as to the

Sub-Account. If the Department determines to terminate the Trust as to the Sub-Account, the Trustee shall pay over to the Department any remaining funds in the Sub-Account, less final administration expenses of the Trustee. Upon payment of such funds to the Department, the Trustee shall not be subject to any action by the Participant or the Department with regard to any claim or matter arising from the administration of the Trust as to the Sub-Account.

ARTICLE FOUR

AMENDMENTS

§4.1 This Participation Agreement may be amended by an instrument in writing, executed by the Participant and the Trustee, with the consent and acknowledgment of the Department, or by the Trustee and the Department in the event Participant ceases to exist or defaults, but during the existence of the Participant any amendment under this paragraph cannot in any manner affect the irrevocable nature of the Trust.

ARTICLE FIVE

NOTICES

§5.1 All notices, inquiries, directions or other written communications made or given pursuant to the Trust shall be given to the Participant, the Department and the Trustee by certified mail, return receipt requested, addressed to the following addresses, and shall be deemed to be received upon the earlier of the date of signed receipt of the certified mailing or seven (7) days following the date of mailing:

Trustee:

Clean Streams Foundation, Inc.
c/o Jack J. Steiner, Esq.
160 North McKean Street
Kittanning, Pennsylvania 16201

With a copy to:

Clean Streams Foundation, Inc.
c/o Dean K. Hunt, Administrator
~~520 West Short Street~~ 746 Westland Dr. Ste 110
Lexington, Kentucky 40507-1252 40504
Telephone: 859-252-3476 687-9578
Fax: 859-252-4167 687-9580

} DKA

Participant:

New Enterprise Stone & Lime Company, Inc.
3912 Brumbaugh Road
P.O. Box 77
New Enterprise, Pennsylvania 16664

Beneficiary:

Commonwealth of Pennsylvania
Department of Environmental Protection
District Mining Manager
Cambria District Mining Office
286 Industrial Park Road
Ebensburg, PA 15931-4119
Telephone: 814-472-1900
Fax: 814-472-1898

with a copy to:

Office of Chief Counsel
Southcentral Regional Office
Attention: Regional Counsel
909 Elmerton Avenue
Harrisburg, PA 17110-8200
Telephone: 717-787-8790
Fax: 717-772-2400

§5.2 Any change in the above addresses shall be made by giving notice to all parties to this Participation Agreement.

§5.3 Upon the completion of the Participant's transfer of funds to the Sub-Account, Notices need only be sent to the Trustee and the Beneficiary, unless such Notice specifically relates to any duties, obligations, or responsibilities of the Participant.

ARTICLE SIX

DISPUTES

§6.1 In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least 20 days before commencing legal action.

§6.2 A party receiving such notice shall have 10 days after receipt of said notice to demand that said dispute be resolved by binding arbitration. If arbitration is requested, the dispute shall be resolved in accordance with the arbitration rules of the American Arbitration Association then in effect without regard to the date of execution of this Agreement.

ARTICLE SEVEN

CONSTRUCTION

§7.1 As used in this Agreement, words in the singular include the plural and words in the plural include the singular. Words used in this Agreement shall be given the meaning set forth in the Declaration of Trust, or in the absence of a definition therein, their plain and ordinary meaning, except that words used in a financial or investment context that are terms of art shall be given their commonly accepted meaning when used in the context of financial services and investment practices. The headings of each section of this Agreement are for descriptive purposes only and shall not affect the interpretation or legal efficacy of this Agreement.

§7.2 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or

unenforceability. Such prohibition or unenforceability shall not invalidate the remaining provisions hereof; nor shall such prohibition or unenforceability in a jurisdiction render any provision invalid or unenforceable in any other jurisdiction.

§7.3 All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Participant, the Department and the Trustee, as well as their successors and assigns. Similarly, any request, notice, direction, consent, waiver or other writing or action taken by the Participant, the Department or the Trustee shall bind their successors and assigns.

§7.4 This Agreement shall be construed and governed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives duly authorized and their corporate seals to be hereunto affixed and attested as of the date first written above.

PARTICIPANT:

NEW ENTERPRISE STONE & LIME COMPANY, INC.

Paul Detwiler III, *President*

STATE OF PA,
COUNTY OF Bedford, to-wit:

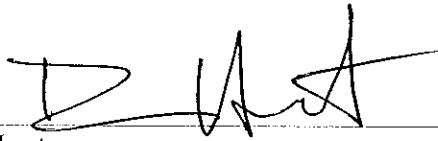
The foregoing instrument was acknowledged before me this 24 day of June, 2015, by Paul Detwiler III, the President of New Enterprise Stone & Lime Company, Inc.

My commission expires 4.16.17.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kelly M. Burnett-Myers, Notary Public
South Woodbury Twp., Bedford County
My Commission Expires April 16, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

TRUSTEE:
THE CLEAN STREAMS FOUNDATION, INC.



Dean K. Hunt
Administrator

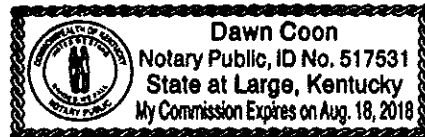
STATE OF Kentucky,

COUNTY OF Fayette, to-wit:

The foregoing instrument was acknowledged before me this 31 day of
July, 2015, by Dean K. Hunt, the Administrator of the CLEAN STREAMS
FOUNDATION, INC.

My commission expires 8.18.18.

Dawn Coon
Notary Public



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CONSENT AND ACKNOWLEDGMENT

The Commonwealth of Pennsylvania, Department of Environmental Protection hereby consents to Participant entering into this Participation Agreement and acknowledges the Commonwealth of Pennsylvania's and the Department's status as the beneficiary of the Trust and to evidence its consent and acknowledgment of the terms and conditions set forth herein, as well as the powers and authorities granted to the Department hereunder.

BENEFICIARY:

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
COMMONWEALTH OF PENNSYLVANIA


By Daniel Sammarco, P.E.

Its Cambria District Mining Manager