



SAND LAKE CLEAN FILL SITE TERMS AND CONDITIONS OF SALE AND DISPOSAL

These Terms and Conditions of Sale and Disposal ("Terms") govern all deliveries of material to the Sand Lake Clean Fill Site (the "Site"), which is owned and/or operated by Anchorage Sand & Gravel Company, Inc., an Alaska corporation ("AS&G" or "Seller"). By delivering material to the Site, the delivering party ("Customer") agrees to be bound by these Terms.

1. Definitions

"Acceptable Materials" means only those materials expressly identified in Section 2 below.

"Prohibited Materials" means any materials not expressly identified as Acceptable Materials, including those listed in Section 3 below.

"Nonconforming Load" means any load that contains Prohibited Materials or otherwise fails to strictly comply with these Terms.

2. Acceptable Materials

Subject to AS&G's inspection and acceptance, AS&G shall accept only the following materials as Acceptable Materials:

(a) Natural earthen materials, including gravel, silt, sand, soil, clay, peat, wood chips, woody debris, grubbing materials, and hydro-axed materials.

(b) Concrete demolition material and concrete block demolition material, provided that all metal reinforcement is cut flush and fully encased in concrete.

(c) Trees, tree branches, roots, and brush, provided that such materials are cut into sections not exceeding six (6) feet in length.

(d) Snow

(e) All Acceptable Materials must be free and clear of pollution, hazardous substances, regulated substances, petroleum products, and any man-made debris, refuse, or trash of any kind.

AS&G reserves the right, in its sole discretion, to inspect, reject, or require removal of any material that does not strictly comply with this Section 2.

3. Prohibited Materials

Any material not expressly listed as an Acceptable Material shall be deemed a Prohibited Material and is strictly prohibited from delivery to the Site.

Without limitation, the following materials are expressly prohibited, whether alone or commingled with other materials:

- (a) Any man-made or manufactured materials, including asphalt, processed wood, metal, plastic, glass, or construction debris;
- (b) Contaminated, toxic, polluted, or otherwise impaired soils;
- (c) Green grass clippings;
- (d) Soils containing trash, refuse, or debris of any kind;
- (e) Materials containing asbestos, lead, petroleum hydrocarbons, PCBs, or any other regulated or hazardous substances;
- (f) Human or animal waste;
- (g) Food waste or other putrescible materials;
- (h) Sandblasting sand; and
- (i) Any other material AS&G determines, in its sole discretion, to be unsuitable for disposal at the Site.

4. Prohibited Disposal Methods and Equipment

The following disposal methods, vehicles, and materials are strictly prohibited at the Site:

- (a) Road and parking lot sweeper trucks;
- (b) Vacuum trucks and vacuum spoils;
- (c) Directional drilling mud, spoils, and cuttings;
- (d) Storm drain clean-out materials and sediment basin clean-out materials; and
- (e) Covered roll-off dumpsters.

AS&G may deny access to the Site or reject any load delivered using prohibited equipment or methods.

5. Measurement and Pricing

All materials accepted at the Site shall be measured and charged strictly by the cubic yard. AS&G's measurements and determinations shall be final and binding.

6. Inspection and Rejection Rights

AS&G reserves the right, but not the obligation, to inspect any load at any time before, during, or after dumping. AS&G may reject any load that does not comply with these Terms.

Any rejected or Nonconforming Load shall be removed from the Site immediately at Customer's sole cost and expense.

7. Customer Responsibility

Customer is solely responsible for ensuring that all materials delivered to the Site comply with these Terms and with all applicable federal, State of Alaska, and local laws, regulations, permits,

and environmental requirements. AS&G's acceptance of any load does not relieve Customer of responsibility for compliance.

8. Removal of Prohibited Materials

If Prohibited Materials are delivered to or discovered at the Site:

- (a) Customer shall immediately remove such materials at Customer's sole cost and expense upon notice from AS&G; or
- (b) If Customer fails to do so promptly, AS&G may, at its option, remove, remediate, transport, and dispose of such materials, and Customer shall reimburse AS&G for all costs and expenses incurred, without limitation.

9. Failure to Deliver Clean Fill; Site Shutdown Damages

Customer acknowledges that delivery of Prohibited Materials or Nonconforming Loads may result in environmental harm, regulatory violations, or partial or full shutdown of the Site.

Accordingly, Customer shall be fully liable for all damages, losses, costs, and expenses arising out of or related to any Nonconforming Load, including, without limitation:

- (a) Environmental investigation, remediation, and monitoring costs;
- (b) Regulatory fines, penalties, and compliance costs imposed by any governmental authority;
- (c) Cleanup, removal, transportation, and disposal costs;
- (d) Business interruption losses, lost revenue, and lost profits;
- (e) Costs and damages associated with any partial or full shutdown, suspension, or restriction of operations at the Site; and
- (f) Professional fees and expenses, including attorneys', consultants', and expert fees.

The remedies set forth in this Section 9 reflect actual damages and are not liquidated damages, and are cumulative of all other rights and remedies available to AS&G at law or in equity.

10. Indemnification

Customer shall indemnify, defend, and hold harmless AS&G and its parent, affiliates, officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs, and expenses (including attorneys' fees) arising out of or related to (a) Customer's delivery of Prohibited Materials or Nonconforming Loads, (b) Customer's breach of these Terms, or (c) Customer's violation of applicable laws or regulations.

11. No Warranty; Right to Refuse Service

AS&G makes no representation or warranty, express or implied, regarding acceptance of future loads or continued availability of the Site. AS&G reserves the right to refuse service to any Customer at any time, with or without cause.

12. Governing Law; Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflict-of-laws principles. Any action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located within the State of Alaska, and the parties hereby consent to such jurisdiction and venue.

MASTER CUSTOMER CERTIFICATION – CLEAN FILL COMPLIANCE

This Master Customer Certification – Clean Fill Compliance (this "Certification") is executed by the undersigned customer ("Customer") in favor of Anchorage Sand & Gravel Company, Inc., an Alaska corporation ("AS&G"). This Certification applies to all loads of material delivered by Customer to the Sand Lake Clean Fill Site (the "Site") from the Effective Date below and remains in effect unless and until revoked in writing by AS&G.

1. Clean Fill Certification

Customer hereby certifies, represents, and warrants that all materials delivered or to be delivered by Customer to the Site:

- (a) Constitute "Acceptable Materials" under AS&G's Sand Lake Clean Fill Site Terms and Conditions of Sale and Disposal (the "Site Terms");
- (b) Are clean fill and are free of contamination, hazardous substances, regulated substances, petroleum products, asbestos, lead, PCBs, and any other substances regulated under applicable law;
- (c) Do not include any Prohibited Materials as defined in the Site Terms; and
- (d) Were not generated from, and are not sourced from, any contaminated or regulated site or any property requiring investigation, monitoring, or remediation.

2. Legal Compliance

Customer certifies that all materials delivered to the Site comply with all applicable federal, State of Alaska, and local laws, regulations, permits, and environmental requirements, including those administered by the Alaska Department of Environmental Conservation.

3. Reliance; Continuing Effect

Customer acknowledges that AS&G is relying on this Certification in accepting materials at the Site. This Certification is a continuing certification and applies to each load delivered by Customer.

4. Breach; Remedies

Any false, misleading, or inaccurate statement in this Certification, or any delivery inconsistent with this Certification, constitutes a material breach of the Site Terms and this Certification and may result in immediate suspension or termination of Customer's access to the Site and liability for all resulting damages, including cleanup costs, regulatory penalties, business interruption losses, lost revenue, lost profits, and site shutdown damages.

5. Survival

This Certification survives delivery and acceptance of materials and remains effective for all deliveries made during the period Customer is authorized to deliver materials to the Site.

CUSTOMER:

Customer Legal Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Effective Date: _____