

**Clean Construction Debris
Fill Acceptance Agreement**

This agreement ("Agreement") is made by and between BEST Enterprises, LLC, 3230 Eiler Rd, De Pere, WI 54115 ("BEST") and _____ ("Customer").

The purpose of this Agreement is to set forth certain terms and conditions whereby customer may be permitted to deposit uncontaminated soil and/or clean construction debris in pre-approved locations at 1829 Day St, Greenleaf, WI ("Facility")

Customer agree to following Terms and Conditions:

1. Fill Material

It is the intent of company that the Facility be and remain a solid waste disposal facility that is exempt from all requirements set forth in Wisconsin Administrative Code Sections NR 500 through NR 538. Only the following Fill Material may be deposited at the facility: clean soil, brick, building stone, concrete, reinforced concrete not painted with lead-based paint, broken pavement, and wood not treated or painted with preservatives or lead-based paint (Wisc. Admin. Code Sec. NR500.08(2)(a)) and spoil from slurry, sand, gravel or stone and crushed stone quarry operations with similar non-metallic earth materials (Wisc. Admin. Code Sec. NR 500.08 (2)(b)).

Customer represents and warrants that the Fill Material to be shipped satisfies the Wisconsin Clean Fill Requirement as defined above and is not subject to any federal, state, or local treatment or remedial requirements or disposal restrictions. Customer represents and warrants that the Fill Material does not contain and will not release Hazardous Materials in the quantities that would require investigation, monitoring, clean-up, containment, restoration, removal, governmental notification, or other remedial work under any applicable federal, state, or local laws or regulation. The term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is regulated by any governmental authority including without limitation, any material or substance which (i) is defined or listed as a "hazardous material", "toxic pollutant", "hazardous waste", "hazardous substance", or "hazardous pollutant", under applicable federal, state or local law or administrative codes promulgated thereunder, (ii) contains hydrocarbons of any kind, nature or description, including, but not limited to gas, oil and similar petroleum products, other than reclaimed asphalt pavement, (iii) contains asbestos, (iv) contains PCB's or (v) contains radioactive materials.

2. Fill Material Handling, Inspection and Placement

2.1 All loads will be subject to inspection by BEST personnel prior to placement of the Fill Material and no Fill Material will be unloaded without approval. BEST shall, at its option and without prior consent from Customer being due or required, have the right to: inspect, photograph (including the use of digital images and videos), screen, sample, analyze and/or test (collectively "Inspect") material loads arriving at the Facility. Company may inspect Customer's material load prior to, during and after the unloading process. BEST reserves the right to reject any loads that BEST, in its sole discretion, determines to be contaminated or in breach of warranties herein. BEST may terminate this Agreement if any investigation reveals the presence or potential presence of Hazardous Materials or material that is not clean. Customer shall immediately provide information regarding any material load which shall include the source of the material, the project name and address from where the material originated, the name and address of the project's owner, and any other information regarding the material that BEST reasonably requests.

2.2 BEST, at its option, reserves the right to reject any loads at any time without cause, but as a matter of convenience and/or circumstance.

2.3 Fill Material shall be placed only in the fill area designated by BEST supervisors, during approved hours of operation, and in accordance with approved procedures.

2.4 Title to Fill Material shall pass upon placement; however, if, after placement, any loads of Fill Material are found to be in breach of Customer's representations and warranties in paragraph 1, Customer shall retain title to such nonconforming material and Customer shall promptly remove such material and any resulting contamination from BEST's premises and Customer shall bear all expenses of such removal.

2.5 In the event of breach by Customer of any terms and conditions herein, BEST may terminate deposit of Fill Material without advanced notice.

2.6 Broken concrete and reclaimed asphalt pavement shall be kept separate and not be intermixed with each other or with soil and other materials. Broken concrete and reclaimed asphalt shall be placed in areas designated by BEST supervisors.

3. INDEMNIFICATION

Customer agrees to defend, indemnify, hold harmless, release and forever discharge BEST, its affiliates, subsidiaries, agents, officers, directors, employees, shareholders, successors, and assigns from and against all present and future, actual or alleged claims, causes or action, demands, suits or judgements and any payment made in settlement thereof (including claims or suits for contribution and/or indemnity), debts, damages, cost, loss of service, expenses (including but not limited to court/arbitration/mediation costs and attorney's fees), compensation, third-party actions, liabilities including, but without limitation to, liability under the Comprehensive Environmental Response, Compensation, and Liability Act; the solid Waste Disposal Act (or RCRA); the Toxic Substances Control Act; the Federal Water Pollution Control Act; and any state counter parts or extensions of the foregoing, and any other losses of whatever nature, arising from, incidental to or in any way connected with

